

**RESOLUTION 16-98**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT FOR JANITORIAL SERVICES WITH UNDERWOOD SERVICE ENTERPRISES IN THE ESTIMATED ANNUAL AMOUNT OF \$51,488; APPROVING A BUDGET AMENDMENT AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED** by the City of Panama City Beach, Florida that:

1. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Underwood Service Enterprises, dba Pro Force of the Emerald Coast, relating to the provision of janitorial services for five city buildings over a two year term, in the approximate annual amount of Fifty One Thousand, Four Hundred Eighty Eight Dollars (\$51,488.00), on substantially the terms, conditions and unit prices set forth in the agreement tatched hereto as Exhibit A, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.
2. The following budget amendment (# 40) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2015, and ending September 30, 2016, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the appropriation of funds for the purposes stated herein.
3. This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this 14 day of July, 2016.

**CITY OF PANAMA CITY BEACH**

By: 

Mike Thomas, Mayor

**ATTEST:**

  
Diane Fowler, City Clerk



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Utilities Department - Al Shortt, Utilities Director

**2. MEETING DATE:**

July 14, 2016

**3. REQUESTED MOTION/ACTION:**

Approve a budget amendment and a cleaning services Agreement for five City buildings - City Hall Annex, Public Services, Police Department, Utilities Maintenance and WWTP Operations.

**4. AGENDA**

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

**5. IS THIS ITEM BUDGETED (IF APPLICABLE)?** Yes  No  N/A   
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes  No  N/A

**6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)**

In the past, the City has not had contracted janitorial services for its buildings. With the addition of the two new large buildings to the City complex, the amount of custodial work needed has increased to a point additional full-time custodial staff will be needed unless some of the work is contracted out. Staff believes there will be cost savings and improved consistency of janitorial services between all City buildings through an overall janitorial services contract.

A scope of services was developed by City staff with input from department heads, a solicitation for janitorial services bids was publicly advertised and three bidders responded. Five buildings are included in the solicitation. Three are located at the main administrative campus (City Hall Annex, Police Department and Public Services) and two are on North Gulf Blvd (WWTP Operations and Utilities/Public Works maintenance offices). Staff has reviewed the bids, and recommends awarding the work to the low bidder, Underwood Service Enterprises, dba Pro Force of the Emerald Coast, for a two-year term in the approximate annual amount of \$51,488 with an option to renew for a second two year term should the City choose to do so. The annual cost may vary slightly, as there are a series of unit prices in the bid proposal, where the City can add or reduce particular services based on need during the term of the contract.

Attached is a copy of the budget amendment, bid tabulation showing the expected annual costs at each building, and a draft agreement that includes unit costs for review.

**WHY** - To allow the City Manager to enter into a janitorial service contract with Underwood Service Enterprises, dba Pro Force of the Emerald Coast, for cleaning of the five City buildings.

**WHAT** - To provide a comprehensive janitorial service to take advantage of economy of scale and secure uniformity of cleaning of all City buildings included in the contract.

**BID TABULATION**  
**2016 PCB JANITORIAL SERVICES CONTRACT**  
**CITY OF PANAMA CITY BEACH**  
**JULY 6, 2016 - 10:45 A.M.**

BIDDER	ADDRESS	GROUP A BLDGS ANNUAL COST				GROUP B BLDGS ANNUAL COST			TOTAL ANNUAL COST
		CITY HALL	PUBLIC SERVICES	POLICE DEPT	UTILITIES BLDG	UTILITIES BLDG	WWTP OPS BLDG		
Underwood Service Enterprises dba Pro Force of the Emerald Coast John Underwood Executive Cleaning	3010 Stanford Road Panama City, FL 32405 john_proforce@comcast.net	\$ 6,150.00	\$ 19,260.00	\$ 15,807.00	\$ 2,685.00	\$ 7,586.00		\$ 51,488.00	
Deb Streete	680 Hammock Road Milledgeville, GA 31061 dstreeter76@gmail.com	\$ 10,608.35	\$ 32,399.64	\$ 26,383.12	\$ 6,111.44	\$ 10,607.96		\$ 86,110.51	
Cohesive Enterprises Leon Collins	1090 Seashore Avenue Alford, FL 32420 clermons@wfeca.net	\$ 40,435.84	\$ 115,208.00	\$ 92,233.00	\$ 18,152.00	\$ 39,937.00		\$ 305,965.84	

**PCB 2016 JANITORIAL SERVICES CONTRACT**

**AGREEMENT**

**THIS 2016 JANITORIAL SERVICES AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and **UNDERWOOD SERVICE ENTERPRISES dba PRO FORCE of the Emerald Coast** (Contractor).

**PREMISES**

**1. SCOPE OF SERVICES**

Contractor will provide janitorial services for five (5) City buildings, 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 the written order.

**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 unit prices contained in the Contractor's cost proposal. 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.

*Exhibit A*

### **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 to the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to the end user departments no later than three days after the closure date of each calendar month.

### **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 day and year first above written for an initial term of two years, and the City shall have the unilateral option to extend the initial term for one, two-year renewal period by written notice delivered to the Contractor before the expiration of the initial term.

### **5. TERMINATION OF CONTRACT**

A. Termination for Convenience. The City reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Upon such termination Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date. Termination or cancellation of the contract will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the contract. The Contractor may cancel the contract with ninety (90) days written notice to the City. Failure to provide proper notice may result in the Contractor being barred from future business with the City.

B. Termination for Cause. The City may terminate this Agreement for default without giving the notice set forth in subsection A (above) if the Contractor does not deliver the product or service in accordance with the Contract delivery schedule, or if the Contractor fails to perform in the manner called for in the

Contract or if the Contractor fails to comply with any other provision of the Contract on three or more separate and documented instances. Termination shall be effected by serving a written notice on the Contractor setting forth the manner in which the Contractor is in default. Unless within five (5) working days after the service of such notice such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, the contract shall cease and terminate upon the expiration of said five (5) working days. In such case, Contractor shall not be entitled to receive any further payment until the work is finished.

1. If this Contract is terminated for default, the City, in addition to all other rights afforded by law for Contractor's breach of Contract, shall have the right to charge Contractor the amount by which the costs of obtaining the services from another source exceed the price specified herein, and the City may offset any such charge against any amounts which may otherwise become payable to Contractor under the Contract.

2. Upon such termination, Contractor will deliver to the City any keys, fobs, or other articles of City property in its possession, for which the City shall make written request at or after termination. Any Contractor equipment and supplies not collected from the supply closets/cabinets within the 5 working day termination period shall be deemed abandoned by the Contractor, and in the lawful possession of the City. The City will pay Contractor for the actual amount due based on unit prices and the quantity of work completed, at the time of cancellation, less damages caused to the City by the acts of the Contractor causing the termination. Notwithstanding the City's right to terminate the Contract for delay in delivery of services, Contractor shall not be liable to the City for any damages thereof if Contractor's delay is due to causes beyond its control, and without its fault or negligence, provided Contractor immediately notifies the City of conditions causing the delay.

## **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 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:
  - i. 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.
  - ii. 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 \$3,000,000 aggregate.
  - iii. 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.
- 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 in no event less than seventy two hours (72) hours prior to the Term, 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: Mr. Mario Gisbert, City Manager, 110 South Arnold Road, 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 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.

**i. 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.

**8. TIME**

Time is of the essence in this Agreement.

**9. 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.

**10. 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 four (4) 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.

**11. ASSIGNMENT**

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This Agreement is not assignable.

## **12. 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.

## **13. 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.

## **14. 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.

## **15. NOTICES**

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

As to City:  
Mario Gisbert, City Manager  
[mgisbert@pcb.gov](mailto:mgisbert@pcb.gov)  
110 S. Arnold Road, PCB, FL 32413  
850-233-5100

As to Contractor: Underwood Service Enterprises dba Pro Force of the  
Emerald Coast  
Contract Representative: John Underwood  
Title/Position: Owner  
Email address: john\_proforce@comcast.net  
Mailing address: 3010 Stanford Road, Panama City, FL 32405  
Phone: 850-785-7503

## 16. 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

\_\_\_\_\_  
(Print Name): By: John Underwood  
Owner

\_\_\_\_\_  
Date

| \_\_\_\_\_  
\_\_\_\_\_  
Witness 2 (Print Name):

ATTEST:

\_\_\_\_\_  
Diane Fowler, City Clerk

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

By: \_\_\_\_\_  
Mario Gisbert, City Manager

**UNIT PRICES - UNDERWOOD SERVICE ENTERPRISES dba PRO FORCE of the Emerald Coast  
CITY OF PANAMA CITY BEACH 2016 PCB JANITORIAL SERVICES CONTRACT**

FACILITY	DESCRIPTION	COST PER CLEANING EVENT	NO. OF EVENTS PER YEAR	EXTENSION
<b>GROUP A -BUILDINGS</b>				
<b>CITY HALL</b>	ALTERNATE DAY CLEANING (3X/WEEK)	\$ 26.25	156	\$ 4,095.00
110 S. ARNOLD ROAD, PANAMA CITY BEACH, FL	WEEKLY CLEANING	\$ 26.25	52	\$ 1,365.00
	MONTHLY CLEANING	\$ 10.50	12	\$ 126.00
	QUARTERLY CLEANING	\$ 47.00	4	\$ 188.00
	SEMI-ANNUALLY	\$ 63.00	2	\$ 126.00
	ANNUALLY	\$ 250.00	1	\$ 250.00
			<b>ANNUAL BID AMOUNT</b>	\$ 6,150.00
<b>PUBLIC SERVICES</b>	ALTERNATE DAY CLEANING (3X/WEEK)	\$ 83.50	156	\$ 13,026.00
116 S. ARNOLD ROAD, PANAMA CITY BEACH, FL	WEEKLY CLEANING	\$ 80.00	52	\$ 4,160.00
	MONTHLY CLEANING	\$ 32.00	12	\$ 384.00
	QUARTERLY CLEANING	\$ 141.00	4	\$ 564.00
	SEMI-ANNUALLY	\$ 188.00	2	\$ 376.00
	ANNUALLY	\$ 750.00	1	\$ 750.00
			<b>ANNUAL BID AMOUNT</b>	\$ 19,260.00
<b>POLICE DEPARTMENT</b>	ALTERNATE DAY CLEANING (3X/WEEK)	\$ 67.75	156	\$ 10,569.00
17115 PANAMA CITY BEACH PKWY, PANAMA CITY BEACH, FL	WEEKLY CLEANING	\$ 63.00	52	\$ 3,276.00
	MONTHLY CLEANING	\$ 21.00	12	\$ 252.00
	QUARTERLY CLEANING	\$ 167.00	4	\$ 668.00
	SEMI-ANNUALLY	\$ 146.00	2	\$ 292.00
	ANNUALLY	\$ 750.00	1	\$ 750.00
			<b>ANNUAL BID AMOUNT</b>	\$ 15,807.00

**UNIT PRICES - UNDERWOOD SERVICE ENTERPRISES dba PRO FORCE of the Emerald Coast  
CITY OF PANAMA CITY BEACH 2016 PCB JANITORIAL SERVICES CONTRACT**

FACILITY	DESCRIPTION	COST PER CLEANING EVENT	NO. OF EVENTS PER YEAR	EXTENSION
<b>GROUP B BUILDINGS</b>				
<b>UTILITIES/PUBLIC WORKS OFFICES</b> 200 N. GULF BOULEVARD, PANAMA CITY BEACH, FL	ALTERNATE DAY CLEANING (3X/WEEK)	\$ 10.50	156	\$ 1,638.00
	WEEKLY CLEANING	\$ 10.50	52	\$ 546.00
	MONTHLY CLEANING	\$ 5.25	12	\$ 63.00
	QUARTERLY CLEANING	\$ 36.50	4	\$ 146.00
	SEMI-ANNUALLY	\$ 21.00	2	\$ 42.00
	ANNUALLY	\$ 250.00	1	\$ 250.00
			BID AMOUNT	\$
<b>WWTF OPERATIONS BUILDING</b> 206 N. GULF BOULEVARD, PANAMA CITY BEACH, FL	ALTERNATE DAY CLEANING (3X/WEEK)	\$ 31.25	156	\$ 4,875.00
	WEEKLY CLEANING	\$ 31.25	52	\$ 1,625.00
	MONTHLY CLEANING	\$ 10.50	12	\$ 126.00
	QUARTERLY CLEANING	\$ 83.50	4	\$ 334.00
	SEMI-ANNUALLY	\$ 63.00	2	\$ 126.00
	ANNUALLY	\$ 500.00	1	\$ 500.00
			BID AMOUNT	\$

CITY OF PANAMA CITY BEACH  
BUDGET TRANSFER FORM BF-10

No. BA # 40

FUND	GENERAL / UTILITY / CRA ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-1300-513.34-10	Contractual Services	14,500.00	1,025.00	15,525.00
TO	001-1500-515.34-10	Contractual Services	35,000.00	165.00	35,165.00
TO	001-2400-524.34-10	Contractual Services	155,000.00	925.00	155,925.00
TO	001-2101-521.34-10	Contractual Services	9,000.00	2,650.00	11,650.00
FROM	001-8100-999.96-00	Reserves Available for Expenditures	5,259,163.00	(4,765.00)	5,254,398.00
TO	401-3300-533.34-10	Contractual Services	115,000.00	1,875.00	116,875.00
TO	401-3500-535.34.-10	Contractual Services	50,000.00	1,800.00	51,800.00
FROM	401-8100-999.96-00	Reserves Available for Expenditures	41,562,444.00	(3,675.00)	41,558,769.00
TO	160-5901-559.34-10	Contractual Services	8,500.00	200.00	8,700.00
FROM	160-5901-559.95-00	Reserves Restricted	12,436,962.00	(200.00)	12,436,762.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
		Check Adjustment Totals:	59,645,569.00	0.00	59,645,569.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To amend FY 2016 budget to appropriate funds for janitorial services contract; prorated for August and September 2016

ROUTING FOR APPROVAL

DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_ CITY MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

FINANCE DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

Exhibit B