

RESOLUTION 17-20

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENT WITH WES TECH ENGINEERING, INC. IN THE AMOUNT OF \$254,185.50 FOR THE PURCHASE OF THREE INFLUENT SCREENS FOR THE WASTEWATER TREATMENT FACILITY.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Wes Tech Engineering, Inc., relating to the purchase of 3 Influent Screens for the Wastewater Treatment Facility in the basic amount of Two Hundred Fifty Four Thousand One Hundred Eighty Five Dollars and Fifty Cents (\$254,185.50), in substantially the form attached 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 in regular session this 10th day of November, 2016.

CITY OF PANAMA CITY BEACH

By: 
Mike Thomas, Mayor

ATTEST:


Diane Fowler, City Clerk

Jo Smith, Deputy City Clerk



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

November 10, 2016

3. REQUESTED MOTION/ACTION:

Approve the construction Agreement for the WWTF Influent Screens 2 and 3 Replacement.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO
BUDGET AMENDMENT OR N/A

N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

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

Existing influent Screens 2 and 3 at the City's wastewater treatment facility (WWTF) have failed and been removed from service. The capacity of the remaining screen is adequate for normal off-season flows but back-up units are required for reliability and added capacity for spring and summer flows. Staff desires to purchase replacement units directly from a manufacturer for installation later by a contractor.

Preparation of the bid documents for two identical replacement units by the original and alternate manufacturers was performed by City utility staff. A solicitation for construction bids was publicly advertised and two specified manufacturers submitted bids. The original manufacturer's bid was significantly higher than the alternate manufacturer's. Bids were such that it would be advantageous for the City to purchase three screens at the pricing bid rather than two for replacement of Screens 2 and 3 and store the third unit for future replacement or parallel installation as required for future growth.

This project is currently budgeted and the proposed expenditure is within the budgeted amount. Attached is a copy of the bid tabulation and a draft Agreement.

WHY - To allow the City Manager to enter into a construction contract with WesTech Engineering, Inc. for the purchase of three (3) screens in the total amount of \$254,185.50.

WHAT - To allow timely replacement of the failed Screens 2 and 3 and provide a spare unit for reliability.

**CITY OF PANAMA CITY BEACH
BID TABULATION
WWTF INFLUENT SCREENS 2 AND 3 REPLACEMENT
NOVEMBER 3, 2016, 10:45 A.M.**

BIDDER	ADDRESS	BASE BID AMOUNT (2 SCREENS)	EXTENDED BID AMOUNT (3 SCREENS)
WesTech Engineering, Inc.	3665 S. West Temple Salt Lake City, UT 84115	\$169,457.00	\$254,185.50
Parkson Corporation	1401 West Cypress Creek Rd #100, Ft. Lauderdale, FL 33309	\$261,989.00	\$392,983.50

SECTION 00050
AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2016 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and WesTech Engineering, Inc., doing business as a corporation, having a business address of 3665 S. West Temple, Salt Lake City, UT 84115 (hereinafter called "MANUFACTURER/SUPPLIER"), for the performance of the Work (as that terms is defined below) in connection with the construction of **WWTF INFLUENT SCREENS 2 AND 3 REPLACEMENT** ("Project"), to be located at the City of Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by the City of Panama City Beach and all other Contract Documents hereafter specified.

OWNER and MANUFACTURER/SUPPLIER, for the consideration herein set forth, agree as follows:

1. The MANUFACTURER/SUPPLIER shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). MANUFACTURER/SUPPLIERS'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, MANUFACTURER/SUPPLIER shall be an independent MANUFACTURER/SUPPLIER, maintaining control over and having sole responsibility for MANUFACTURER/SUPPLIER'S employees and other personnel. Neither MANUFACTURER/SUPPLIER, nor any of

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MANUFACTURER/SUPPLIER'S sub-contractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.

2. The MANUFACTURER/SUPPLIER will commence the Work required by the Contract Documents within ten (10) calendar days from the date of this Agreement and will deliver to the OWNER all required items within 180 calendar days from the date of the Agreement and within 150 calendar days following shop drawing approval.
3. The MANUFACTURER/SUPPLIER agrees to pay the OWNER, as liquidated damages, the sum of \$200 for each calendar day that expires after the Contract Time for delivery as more fully set forth in Section 1.1.C of the General Conditions.
4. The MANUFACTURER/SUPPLIER agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$254,185.50 (3 screens at \$84,728.50 each) as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").
5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

Section 00010	ADVERTISEMENT FOR BIDS
Section 00030	BID PROPOSAL FORM
Section 00040	BID BOND
Section 00050	AGREEMENT

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Section 00060 PERFORMANCE BOND
Section 00070 PAYMENT BOND
Section 00100 GENERAL CONDITIONS

SPECIFICATIONS prepared or issued by the City of Panama City Beach
Dated October 2016.

ADDENDA

No. 1, dated October 25, 2016

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement".

6. The OWNER will pay the Contract Price to the MANUFACTURER/SUPPLIER in the manner and at such times as set forth in Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This Agreement shall be governed by the laws of the State of Florida.
9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by

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Federal Express, Express Mail, Airborne Express, Emery/UPS, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

City of Panama City Beach

110 South Arnold Road

Panama City Beach, FL 32413
ATTENTION: _____
Mario Gisbert, City Manager
Fax No.: _____
(850) 233-5108

If to MANUFACTURER/SUPPLIER:

WesTech Engineering, Inc.

3665 S. West Temple

Salt Lake City, UT 84115
ATTENTION: _____
Greg Payne
Fax No.: _____

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

10. MANUFACTURER/SUPPLIER recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project.
11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution

hereof shall be deemed merged in, integrated and superseded by this Agreement.

13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term “including” is not limiting, and the terms “hereof”, “herein”, “hereunder”, and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Mr. Albert E. Shortt, P.E. – Utilities Director.
16. MANUFACTURER/SUPPLIER acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE or INSPECTOR may be responsible, in whole or in part, shall relieve MANUFACTURER/SUPPLIER of its duty to perform or give rise to any right

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to damages or additional compensation from OWNER. MANUFACTURER/SUPPLIER expressly acknowledges and agrees that it shall receive no damages for delay. MANUFACTURER/SUPPLIER's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. Except as expressly set forth in this section, in no event shall OWNER be liable to MANUFACTURER/SUPPLIER whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

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PANAMA CITY BEACH – WWTF INFLUENT SCREENS 2 AND 3 REPLACEMENT

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

BY:

City Clerk

NAME: Mario Gisbert
(Please type)

TITLE: City Manager

City Attorney (as to form only)

MANUFACTURER/SUPPLIER:

ATTEST:

BY:

NAME _____

(Please Type)

NAME: _____
(Please Type)

ADDRESS: 3665 S. West
Temple, Salt Lake City, UT 84115

[END OF SECTION 00050]