

**RESOLUTION 17-74**


**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH SYNOVIA SOLUTIONS, LLC RELATING TO FLEET VEHICLE MONITORING SYSTEM IN THE AMOUNT OF \$23,479.92; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**

**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 Synovia Solutions, LLC relating to fleet vehicle monitoring system in the amount of the monthly unit costs of \$13.95 for off-road vehicles, \$14.12 for light vehicles and \$26.82 for heavy equipment for the total base amount of Twenty Three Thousand Four Hundred Seventy Nine Dollars and Ninety Two Cents (\$23,479.92), 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 23<sup>rd</sup> day of March, 2017.

**CITY OF PANAMA CITY BEACH**

By:   
Mike Thomas, Mayor

**ATTEST:**

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

**SECTION 00050**

**AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the **City of Panama City Beach** hereinafter called "OWNER", and Synovia Solutions, LLC doing business as a corporation hereinafter called "CONTRACTOR".

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

1. **TERM AND SCHEDULE.** This contract shall be valid upon issuance of the Notice to Proceed and shall continue for a period of two (2) years. Thereafter, the City shall have the option to renew this Agreement upon the same terms and conditions for two consecutive, one year periods. Upon any failure to so renew, this Agreement shall terminate. The CONTRACTOR will commence the Work required by the CONTRACT DOCUMENTS within 10 calendar days after the Notice to Proceed.
2. **SCOPE.** The CONTRACTOR will provide necessary hardware and web based software to allow real-time and historical monitoring of included fleet vehicles to allow the City to better manage fleet assets, improve risk management, improve operational efficiency and reduce costs. Detailed requirements are more particularly prescribed in EXHIBIT A – SCOPE OF WORK.
3. **COMPENSATION.** The CONTRACTOR agrees to perform all of the work for the unit costs set forth in EXHIBIT D – BID SCHEDULE OF VALUES. Payments for services provided will be on a monthly basis in accordance with EXHIBIT B – GENERAL TERMS AND CONDITIONS.
4. **DOCUMENTATION.** The CONTRACTOR agrees to submit, within the sealed bid package, all pertinent catalogs, descriptions, specifications, etc. necessary to clearly describe the physical aspects, installation requirements and normal operating characteristics and available data for each monitoring device type for each of the three contemplated fleet vehicle types: 1) Light duty vehicle, 2) Heavy duty vehicle and 3) Off road vehicle.
5. **INDEMNIFICATION:** The Contractor hereby does hold the City harmless of any and all claims, actions, or suits to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the

Contractor or any person employed or utilized by the Contractor in the performance of professional services hereunder. The specific consideration given for the promises of the Contractor set forth in this paragraph is one dollar (\$1) in hand paid by the City to the Contractor, receipt whereof is hereby acknowledged and the adequacy of which the Contractor accepts as completely fulfilling the obligations of the City. The provisions of this Section shall survive termination of this Agreement.

**6. LOSS CONTROL/SAFETY:**

- a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
- b. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the City.
- c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on City property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

- 7. DRUG FREE WORK PLACE REQUIREMENTS:** All contracts with individuals or organizations that wish to do business with the City of Panama City Beach City Council, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the City of Panama City Beach City Council. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the City's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the City is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the City can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultant's employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the City's Substance Abuse Policy shall be borne by the contractor,

subcontractor, vendor, or consultant.

8. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** The Contractor shall comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
9. **ASSIGNABILITY:** The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the City, provided that claims for the money due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
10. **INDEPENDENT CONTRACTOR:** The Contractor is and shall remain an independent contractor and not an employee of the City.
11. **CONTROLLING LAW AND VENUE:** All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.
12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or variations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.
13. **ATTORNEY'S FEES:** If either party is required to institute or defend any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's fees.
14. **NO WAIVER:** No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision

in the future. Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

- 15. MEDIATION:** City and Contractor agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This section shall survive termination of this Agreement.
- 16. PUBLIC RECORDS:** The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, Contractor agrees to also comply with that law, specifically including to:
- A. Keep and maintain public records required by the public agency to perform the service.
  - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
  - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if [Contractor/Contractor/Engineer] does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of [Contractor/Contractor/Engineer] or keep and maintain public records required by the public agency to perform the service. If [Contractor/Contractor/Engineer] transfers all public records to the public agency upon completion of the contract, [Contractor/Contractor/Engineer] shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If [Contractor/Contractor/Engineer] keeps and maintains public records upon completion of the contract, [Contractor/Contractor/Engineer] shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT DIANE FOWLER, CUSTODIAN OF PUBLIC RECORDS AT (850) 234-5100, [DFOWLER@PCBGOV.COM](mailto:DFOWLER@PCBGOV.COM) or 110 SOUTH ARNOLD ROAD, PANAMA CITY BEACH, FLORIDA 32413.

PANAMA CITY BEACH – FLEET VEHICLE MONITORING SYSTEM

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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.

CITY OF PANAMA CITY BEACH

BY \_\_\_\_\_  
MARIO GISBERT, CITY MANAGER

(SEAL)  
ATTEST

\_\_\_\_\_  
DIANE FOWLER, CITY CLERK

CONTRACTOR: SYNOVIA SOLUTIONS, LLC

BY \_\_\_\_\_

NAME \_\_\_\_\_

(SEAL)  
ATTEST:

(Please type)

TITLE \_\_\_\_\_

NAME \_\_\_\_\_  
(Please type)

TITLE \_\_\_\_\_

END OF SECTION

**EXHIBIT A  
SCOPE OF WORK**

**1. GENERAL:**

Contractor shall provide and install, for purchase or lease by the City, hardware and software to equip approximately 135 vehicles with a Fleet Monitoring System. The City intends to establish a two (2)-year service agreement with an option to extend annually up to two additional years with the vendor who offers the most effective option. Proposals shall include detailed information describing the manufacturer and model of the equipment.

Contractor shall supply and furnish all labor, materials, equipment, tools and supervision, and bear all items of expense, necessary for the installation of the required systems and satisfactory performance of the Contract, except such items as Owner specifically agrees in the Contract to supply or furnish to or for the use of Contractor. Any equipment, materials or services not specifically described in the Contract Documents, which may be fairly implied as required thereby or necessary to complete the Work for the use intended shall be within the scope of the Contractor's Work hereunder. All Work shall be performed by trained personnel in accordance with the equipment manufacturer's instructions and recommendations.

System functionality, reporting capabilities, monitoring fees and services will be major factors in determining award.

**2. SYSTEM GOALS:**

- A. Increase Savings
  - 1. Reduce Fuel due to:
    - a. Excessive engine idle time
    - b. Speeding
    - c. Harsh braking, acceleration and turning
    - d. Unnecessary or unauthorized travel e.g. taking the long way back from a job
- B. Improve Safety
  - 1. The system protects:
    - a. Drivers
    - b. Vehicle history report.
    - c. City (Legal defense)
    - d. GPS documentation to reconstruct an accident, etc.
    - e. Vehicles



## PANAMA CITY BEACH – FLEET VEHICLE MONITORING SYSTEM

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- C. Ensure routine maintenance is performed consistently; get alerts of engine fault codes, etc.
- D. Enhance Service
  - 1. Provide real-time information about a vehicle to gauge arrival times
  - 2. Provide historical information about vehicle location to answer complaints about speeding, reckless driving, etc.
  - 3. Find a vehicle near-by a selected vehicle or location to provide assistance

### 3. DESCRIPTION OF SYSTEMS:

- A. Systems shall be capable of tracking city vehicles as well as other traveling assets including but not limited to heavy equipment and off road vehicles. Devices for city vehicles shall be easily installed by connecting to a power supply and portable. If necessary, devices for off road vehicles and heavy equipment can be permanently mounted.

### 4. REQUIREMENTS:

- A. Equipment Requirements:
  - 1. Capability to track multiple vehicles (real-time and logged tracking)
  - 2. Transmit, for recording and storage in the proposed software solution, the location of each vehicle at intervals of two (2) minutes or less.
  - 3. Simultaneous real-time mapping of multiple vehicles
  - 4. Ability to track each vehicle after scheduled hours.
  - 5. Ability to track each vehicle's speed and number of starts and stops.
  - 6. Ability to detect if any vehicle's engine is running.
  - 7. Web access for tracking, reporting and viewing in maps with vehicle locations.
  - 8. Ability to view account information on-line.
  - 9. Printable built-in reports and individual vehicle reports.
  - 10. Schedulable electronic reporting and delivery.
  - 11. Easy hardware installation that does not require extensive modification of vehicles.
  - 12. Durable, low-maintenance equipment.
  - 13. Cellular and GPS antennas shall be internal to the unit with an option for an external antenna.

14. Vendor shall offer a full product line of mobile device options for various input and functional needs (3G/LTE minimum)
15. Vendor shall offer optional alternative mobile devices that support 4G/LTE and WiFi hotspot capabilities.
16. Vendor must offer devices and data plans from multiple wireless network carriers including at a minimum, AT&T and Verizon with no data overage charges.

**B. Software Requirements**

1. Accessible in an industry standard Web browser such as Microsoft Internet Explorer.
2. Must support unlimited simultaneous users.
3. Able to show vehicle location information including ID, location, heading, address, latitude/longitude, time of fix, status, speed, etc. All parameters shall be customizable to the client's preference.
4. Filtering capabilities to limit viewing vehicles to specific groups or subgroups.
5. Vehicle table or list that shows a preview of vehicle information. The vehicle list shall allow easy pan/zoom to a selected vehicle.
6. Capable of creating "geofences" using a radius and polygon selection, as well as distance from a configurable line (routes).

**C. Reporting Requirements**

1. Detailed Summary: This report provides an overview of all events that happened for the vehicle(s) during a given date/time range.
2. Duration Detailed: This report should compute the elapsed time between two statuses such as time spent at site or on the road.
3. Event Summary: This report should list all violations of established Exception Condition parameters and its details.
4. Exception Conditions: This report must list all Exception Conditions that have been recorded.
5. Landmarks: This report should show the locations that have been recorded.
6. Location Event: This report should show the locations for the selected vehicle(s) for a given date and time.
7. Off/Out of Service Summary: This report should list the times and duration a vehicle is off/out of the service area.
8. Routing Detail: This report should provide the route statistics such as total stops, total drive time and total break/lunch time for the entire route.
9. Stationary Summary: This report should list all of the vehicle(s) that went past a pre-set stationary vehicle time parameter and the location where the vehicle was stationary.

10. Vehicle List: This report should provide any vehicle information entered in the database.
11. Reports shall be exportable to Microsoft Word, Excel, PDF and other formats.

**5. EQUIPMENT:**

- A. All of the equipment specified herein shall be furnished by a single MANUFACTURER who regularly engages in the production of this type of equipment who is fully experienced, reputable and qualified in the manufacture of the equipment to be furnished. Each component and auxiliary equipment item furnished under this specification shall be new and unused, of the type, size, design, and efficiency installed on previous projects and the product of a MANUFACTURER having a successful record of operation, manufacturing and servicing the equipment for a minimum of five (5) years prior to bid date. MANUFACTURER shall have at least one hundred (100) units installed, supply OWNER with previous installation details.
- B. The equipment MANUFACTURER who does not have the experience, shall provide unconditional extended warranty on the equipment. The MANUFACTURER's warranty period shall be for three (3) years after the final acceptance of the equipment by the OWNER. The equipment MANUFACTURER shall guarantee that the equipment furnished is suitable for the purpose intended and free from defects of design, material and workmanship. In the event the equipment fails to perform as specified, the equipment MANUFACTURER shall promptly repair or replace the defective equipment without any cost to the OWNER (including handling and shipment costs).

**6. SUBMITTALS:**

- A. Copies of all material required to establish compliance with the Specifications shall be submitted in accordance with the provisions of the General Conditions. Submittals shall include at least the following:
  1. Descriptive literature, bulletins, and/or catalogs of the equipment.
  2. A complete total bill of materials of all equipment.
  3. Operation instructions.

**7. WARRANTY:**

- A. All equipment supplied under this section shall be warranted for a period of three (3) years from the date of acceptance by OWNER.

**8. PATENTS AND LICENSES:**

- A. The MANUFACTURER shall be responsible for all patents or licenses that exist on the equipment that may be provided.
- B. The MANUFACTURER shall assume all costs of patent fees or licenses for the equipment or process; and shall safeguard and save harmless the OWNER/OWNER from all damages, judgments, claims and expenses arising from license fees, or claimed infringement of any letters, patent or patent rights, or fees for the use of any equipment or process structural feature or arrangement of any of the component parts of the installation; and the price bid shall be deemed to include payment of all such patent fees, licenses or other costs pertaining thereto.

**9. VEHICLE MONITORING UNITS:**

- A. Heavy Equipment Monitoring Unit

The heavy equipment (heavy trucks, etc.) monitoring unit shall be provided with a wiring harness adapter/connector for installation. Unit shall be Model LMU-4200 GPRS/CDMA/HSPA series as manufactured by CalAmp, 805.97.9000 or [www.calamp.com](http://www.calamp.com) or approved equal.

- B. Light Vehicle Monitoring Unit

The light unit (light trucks and cars) monitoring unit shall be provided with an integral OBD-II interface connection for installation. Unit shall be Model LMU-303X GPRS/CDMA/HSPA series as manufactured by CalAmp 805.97.9000 or [www.calamp.com](http://www.calamp.com) or approved equal.

- C. Off-Road Vehicle Monitoring Unit

The off-road (four wheelers, construction equipment, etc.) monitoring unit shall be rechargeable trailer type fitted with a wiring harness for connection into the vehicles power system. Unit shall have a user selected polling rate with a minimum frequency of one minute. Unit shall be Model TTU-2830 series as manufactured by CalAmp 805.97.9000 or [www.calamp.com](http://www.calamp.com) or approved equal.

**10. INSTALLATION:**

- A. Installation of the monitoring equipment shall be in strict accordance with the MANUFACTURER'S instructions and recommendations.

END OF SECTION

**EXHIBIT B  
GENERAL TERMS & CONDITIONS**

- 1. Contractual Relationship:** In the performance of this Contract, Contractor shall operate as an independent contractor and not as agent of Owner. No personnel furnished by Contractor shall be deemed under any circumstances as agents, servants or employees of Owner.
- 2. Work To Be Performed:** Contractor shall supply and furnish all labor, materials, equipment, tools and supervision, and bear all items of expense, necessary for the complete and satisfactory performance of the Contract, except such items as Owner specifically agrees in the Contract to supply or furnish to or for the use of Contractor. Any equipment, materials or services not specifically described in the Contract Documents, which may be fairly implied as required thereby or necessary to complete the Work for the use intended shall be within the scope of the Contractor's Work hereunder. All Work shall be performed by trained personnel in accordance with the equipment manufacturer's instructions and recommendations.
- 3. Submittals:** Contractor agrees to furnish such proposals, information and other submittals (collectively, "Submittals") as Owner may require. To the extent Owner requests Submittals, Owner will review and comment on such Submittals to the extent necessary, within a reasonable time so as not to delay the progress of the Work. The parties stipulate and agree that a reasonable time shall not be less than five business days from Owner's receipt of each Submittal. Unless otherwise expressly directed by Owner in writing to the contrary, Contractor shall not begin and continue performance of any portion of the Work under this Contract without first receiving Owner's approval or comments on those Submittals. Any Submittal review or comment by Owner, or any failure to review or comment, unless expressly agreed in writing to the contrary, shall not alter any of the terms or conditions of this Contract or relieve Contractor of any responsibility or liability for the accuracy and completeness of its Submittal or be interpreted so as to imply approval of any Submittals. Irrespective of whether or not Owner has reviewed and provided comments upon any Submittal made by Contractor, any deviations from the requirements of the Contract Documents reflected in any such submittal shall not be deemed approved or accepted by Owner, unless Contractor expressly brings such deviation to Owner's attention and Owner has given Contractor express written approval of such deviation.

- 4. Changes in Quantities:** To the extent authorized in writing by Owner, Contractor shall furnish and install additional GPS hardware modules for any fleet vehicles the Owner elects to add to the program, at the unit prices set forth in EXHIBIT D – BID SCHEDULE OF VALUES. Conversely, Contractor shall accept returns and credit the Owner for any GPS hardware modules removed from the program at the same unit prices. Owner will not be responsible for the costs of Additional Work commenced without its express prior written approval. Failure to obtain prior written approval for Additional Work waives Contractor's claim that it performed Additional Work and instead such work will be deemed to be part of the Work required of Contractor hereunder.
- 5. Contractor's Responsibilities:** The Contractor shall comply with the following provisions:

  - 5.1** All of the Contractor's employees engaged in the Work, as well as Contractor's representatives, suppliers, subcontractors, and visitors, shall be subject to any rules and regulations established by Owner for the conduct of Contractor's operations upon the site.
  - 5.2** Contractor agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida and in Bay County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies, if any, responsible for regulating and licensing the Work to be provided and performed by Contractor pursuant to the Contract Documents.
  - 5.3** Contractor agrees that, when the Work to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such Work, it shall employ and/or retain only qualified and properly licensed personnel to provide such Work.
  - 5.4** Contractor represents to Owner that it has expertise in the type of Work that will be required for the Project. Contractor agrees that all Work to be provided by Contractor pursuant to the Contract Documents shall be subject to Owner's reasonable review and approval.
  - 5.5** The Contractor will include the provisions of this Article in every subcontract issued by it so that such provisions will be binding upon each of its sub-contractors and will require its sub-contractors to do likewise in their sub-agreements.
- 6. Scheduling Work:** Within ten (10) days of the execution of this Contract, and receipt of Notice to Proceed, the Contractor shall submit to Owner for its review

and approval the Contractor's initial time schedule for the completion of the initial equipment installation and software training. To the extent required by Owner, the sequence of commencement and completion of separable portions of the Work shall be as Owner directs. Contractor shall make available for Owner's use during the progress of the Work any portion of Work completed as Owner may direct.

7. **Laws and Regular:** Contractor shall comply strictly with all local, state, and federal laws, orders, and regulations applicable to its operation in the performance of the Work hereunder.
8. **Performance Time:** Time is of the essence of this Contract and all actions taken by the parties hereto shall be taken to the end that the performance of this Contract shall be fully expedited. Contractor shall begin performance of this Contract at the agreed time and shall diligently and continuously prosecute the Work thereafter. If Contractor shall stop performance and shall fail to resume timely performance within two (2) days after written notice from Owner, Contractor shall be in default and Owner may elect to terminate this Contract under the terms set forth below. Contractor shall indemnify, defend and hold Owner harmless from and against any penalty or liability incurred by Owner because of Contractor's failure to perform the Work as required hereunder.
9. **Delays and Extension of Time:** If Contractor is delayed in the progress of the Work, written notice thereof and of the anticipated results shall be given to Owner by Contractor within twenty-four (24) hours after the first commencement of the delay event. Failure to give such notice shall be deemed a waiver of any claim Contractor may otherwise have had for such delay. Delays caused by Owner or circumstances beyond the reasonable control and fault of Contractor and otherwise not reasonably foreseeable by Contractor in time to be prevented, shall, upon approval of the Owner, be the basis for an extension of time. Labor disputes shall not be a basis for an extension of time. Unless Contractor provides prompt written notice within 24 hours of the commencement of any event or occurrence hindering or delaying its progress, Contractor shall not be entitled to and hereby waives any and all damages which it may suffer and otherwise be entitled to by reason of such hindrance or delay.
10. **No Damages for Delay:** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which Owner may be responsible, in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Owner and the Project 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. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

- 11. Royalties and Patents:** Contractor hereby warrants the use or sale of materials and equipment manufactured or delivered hereunder will not infringe upon any patent claims (to the extent the design for such materials and equipment is not furnished by Owner); and Contractor agrees to indemnify and hold Owner harmless from, and to defend at its sole expense, all suits and proceedings against Owner based on any such alleged patent infringement, and to pay all costs, expenses, judgments and damages which Owner may have to pay or incur by reason of any such suit or proceedings.
- 12. Compliance with Safety Standards:** All equipment, machinery, electrical appliances, cords and apparatus shall comply with all applicable state and federal safety standards. Contractor shall utilize at its own risk materials, tools, equipment or facilities furnished by Owner for use by the Contractor and not to be incorporated in the Work and Contractor shall defend, indemnify and save Owner and Owner harmless from all claims for injuries to, or death of, any and all persons, and for loss of and damage to property resulting from or by reason of the Contractor's utilization thereof.
- 13. Guarantees:** Contractor guarantees all services and equipment shall be of the best quality of their respective kinds (unless otherwise authorized in writing by Owner), workmanship, and materials. Contractor further guarantees to use its best skill and judgment at all times in the performance of the Work and that it will perform the work as expeditiously and with the utmost expertise, care and skill. Contractor agrees that it will correct all services and equipment which fail to conform to the aforesaid guarantees in any respect and is discovered and communicated to Contractor during the progress of the Work; provided, however, that if Contractor's field forces required for such replacement are not available as required by Owner, Owner may, at its option, make the necessary repairs and charge the cost thereof to Contractor. The terms of this guarantee shall inure to the benefit of Owner and shall be in addition to any other rights, remedies or warranties whether express or implied, available to Owner under law or equity.
- 14. Compensation and Payment:** Contractor agrees to accept the Unit Contract Prices as its total compensation for doing all work, furnishing all materials, and performing all provisions embraced in this Contract; for all loss or damage arising out of the nature of the Work as from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance; and for all risk of every description connected with the work.



- 14.1** At the end of each calendar month or as soon thereafter as practicable, Contractor shall produce an itemized invoice by City department (Utilities, Police, Public Works, Building & Planning and Parks & Recreation) based on vehicle types and quantities of each with applicable unit rates. Contractor shall submit to the Owner, for Owner's review and approval, an application for payment reflecting such Contractor's itemization of services provided together with such supporting documentation as may be required by the Owner. Owner shall pay Contractor the value of the services provided so stated by the Contractor and approved by the Owner, less any disputed amounts or such other amounts Owner is entitled to withhold pursuant to the Contract Documents.
- 14.2** Any payment otherwise due hereunder may be withheld by Owner because of incomplete or defective Work or material not remedied, claims filed, or reasonable evidence indicating the probability of the filing of claims, failure of Contractor to make payments properly to its subcontractor or suppliers or for any other loss or expense Owner may incur as a result of any material breach of this Contract by Contractor. If the foregoing causes are removed to Owner's satisfaction, the withheld payments shall be promptly made.
- 14.3** The receipt of final payment by Contractor shall be deemed a waiver of any and all claims Contractor may have arising out of or relating to this Contract.
- 15. Taxes and Assessment:** Except to the extent otherwise indicated in this Contract, Contractor accepts full and exclusive liability for the payment of any and all taxes and assessments which may now or hereafter be imposed by local, state or federal government, including without limitation, all sales, use, power, gross receipts or other taxes levied with respect to the Work, or payments made to Contractor and assessments for unemployment insurance, old age benefits, annuities, disability benefits, or other purposes which are in whole or in part measured by and/or based upon the wages, salaries, or other remuneration paid to persons employed by Contractor on Work under this Contract.
- 16. Termination of Contract:** Owner may at any time terminate this Contract and/or Contractor's right to proceed with the Work under the following conditions:
- 16.1 Termination for Cause:** If the Contractor fails or refuses at any time to comply with its duties and if the Contractor defaults in the performance of any of its other obligations hereunder, the Owner

may give Contractor written notice of default. If Contractor fails to remedy, or take appropriate measures to remedy the matter within two (2) days after receipt of such written notice, or if the Contractor becomes insolvent or makes an assignment for the benefit of creditors or files a petition in bankruptcy, or if bankruptcy or receivership proceedings are instituted against Contractor, the Owner may by immediate written notice cancel and terminate the Contractor's right to continue performance of the Work under this Contract regardless of the stage of completion of the Work and take possession of all equipment, tools, materials and supplies of Contractor necessary to complete the Work, and may at its option employ any other party to complete the Work, without prejudice and in addition to any other rights and remedies available to Owner at law or equity. If, after Owner has terminated the Contract, or otherwise exercised its rights under this paragraph, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Contractor provided therein, then such termination shall be deemed a termination for convenience and Contractor's remedies against Owner shall be the same as and limited to those afforded Contractor under Paragraph 16.2.

**16.2 Termination for Convenience:** After the first 12 months, and upon thirty (30) days written notice from Owner, Owner may terminate this Contract, in whole or in part, for its convenience and without Contractor's default, whereupon Owner shall pay to Contractor that portion of the Contract Price corresponding to the Work completed to the Owner's satisfaction prior to the termination date, together with costs necessarily incurred by the Contractor in winding up and demobilization. In no event shall Owner be liable for any loss of profit or business opportunity by Contractor with respect to the terminated portion of the Work.

**16.3 Termination by Contractor for Cause:** In the event Owner is in default of its obligations as defined below, Contractor may give written notice to Owner of such default. For purposes of this Paragraph 16.3, the parties acknowledge and agree that Contractor may terminate this Contract due to an Owner default only for the following: (i) Owner refuses to pay undisputed amounts within thirty days of such amounts becoming due hereunder; or (ii) the Work is stopped for period of time greater than ninety (90) days due to a governmental action, not attributable in any way to the fault or neglect of the Contractor. If the Owner fails to cure such default within seven (7) days written notice to Owner from Contractor, the Contractor may, upon seven (7) additional days written notice to Owner, terminate the Contract, whereupon the Contractor's

remedies against Owner shall be the same as and limited to those afforded Contractor under Paragraph 16.2.

- 17. Non-Assignment:** Contractor agrees not to assign or sublet the Work, or any part thereof, nor any money to become due hereunder, without first obtaining the written consent of Owner.
- 18. Notices:** Any notices required or permitted under the Contract Documents shall be deemed to be fully given if placed in a pre-paid addressed envelope and sent by certified U.S. mail with return receipt requested or by Federal Express or other similar national express mail service, or by acknowledged telex or telecopy, or by delivering the same in person. Notice shall be effective upon three (3) days after said notice is sent or upon receipt whichever is earliest. All notices to be given to the parties shall be sent to or made at the addresses as set forth below; but by giving the other parties at least ten (10) days prior written notice thereof, any party hereto shall have the right to change his respective address or the individual to whom notices are to be sent.

Notices to Owner:           City of Panama City Beach  
                                  Attn: Mario Gisbert, City Manager  
                                  110 South Arnold Road  
                                  Panama City Beach, FL 32413

Notices to Contractor:   Synovia Solutions, LLC  
                                  Attn:  
                                  *Contractor Address*

The Contractor shall be responsible for conveying any change in their address to the City of Panama City Beach Finance Department during the term of this contract and any extensions thereof. The Finance Department will disperse the address change to all applicable departments and agencies. The Contractor's notification of address change shall be in writing; Email or Fax is acceptable.

Additionally, the parties hereto acknowledge that they have carefully reviewed this Contract and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Contract shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

END OF SECTION

**EXHIBIT D – BID SCHEDULE OF VALUES**

**A. INITIAL COSTS**

<u>Item No.</u>	<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Vehicle Monitoring Device</u>	<u>Unit Cost</u>	<u>Monitoring Device Installation</u>	<u>Activation Fees</u>	<u>Extension</u>
1.	a. Heavy Equipment	4	Each	\$ <u>Included Below</u>	\$ <u>Included Below</u>	\$ <u>Included Below</u>	\$ <u>Included Below</u>	\$ <u>Included Below</u>
	b. Light Vehicle	129	Each	\$ <u>Included Below</u>	\$ <u>Included Below</u>	\$ <u>Included Below</u>	\$ <u>Included Below</u>	\$ <u>Included Below</u>
	c. Off-Road Vehicle	2	Each	\$ <u>Included Below</u>	\$ <u>Included Below</u>	\$ <u>Included Below</u>	\$ <u>Included Below</u>	\$ <u>Included Below</u>
							Subtotal	\$ <u>Included Below</u>

**B. SERVICE COSTS**

<u>Item No.</u>	<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Monthly Monitoring</u>	<u>Unit Cost</u>	<u>Number of Months in Initial Contract</u>	<u>Extension</u>	
1.	a. Heavy Equipment	4	Each	\$ <u>26.82</u>		12	\$ <u>1,287.36</u>	
	b. Light Vehicle	129	Each	\$ <u>14.12</u>		12	\$ <u>21,857.76</u>	
	c. Off-Road Vehicle	2	Each	\$ <u>13.95</u>		12	\$ <u>334.80</u>	
							Total Annual Costs for Monthly Service	\$ <u>23,479.92</u>

**TOTAL BASE BID (sum of Total Initial & Total Annual Service Costs for Year 1 of Contract)**

\$ 23,479.92



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

Utilities Department - Al Shortt, Utilities Director

**2. MEETING DATE:**

March 23, 2017

**3. REQUESTED MOTION/ACTION:**

Approve the agreement with Synovia Solutions, LLC to provide equipment and web based software for full time monitoring of City fleet vehicles, excluding the Fire Dept, in the annual amount of \$23,479.92.

**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)**

Staff desires to incorporate a GPS enabled fleet vehicle monitoring system to improve fleet efficiency and safety, while reducing operational and maintenance costs. Each vehicle in the City fleet, except the Fire Dept which has existing capabilities, would have a GPS module that is capable of reporting the vehicle location and speed, along with certain vehicle diagnostic data. Data will be accessible to management in real-time via the service providers web based software.

Staff prepared the bid documents and a solicitation for service bids was publicly advertised. Six responsive service providers responded before the published deadline. Staff has reviewed the bids, and recommends awarding the work to the low bidder, Synovia Solutions, LLC for providing the service at the bid monthly unit costs of \$13.95 for off-road vehicles, \$14.12 for light vehicles and \$26.82 for heavy equipment. Based on the 135 vehicles in the fleet, excluding the Fire Dept, costs are estimated to be \$23,479.92 annually during the two year term of the proposed agreement. Copies of four draft documents - Agreement, Exhibit A (Scope of Work), Exhibit B (General Conditions) and Exhibit D (Bid Schedule of Values) are attached. Estimated annual costs are approximately \$9,500 for Police Dept, \$8,200 for Utilities Dept (Water and Wastewater), \$3,800 for Public Works Dept (Street, Stormwater & CRA), \$1,500 for Parks & Recreation and \$500 for Planning & Building Dept. Costs will vary as vehicles are added or removed from the plan during the term of the agreement at the specified unit rates. This expenditure is not currently budgeted, but the individual departments have funds available to carry costs for the six months of service needed to complete this fiscal year.