

**RESOLUTION NO. 22-46**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENTS FOR THE PURCHASE OF TURF CHEMICALS FROM SOUTHEASTERN TURF GRASS SUPPLY, INC. AND FIS OUTDOOR AT SET UNIT PRICES.**

**BE IT RESOLVED that:**

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Southeastern Turf Grass Supply, Inc., relating to the purchase of certain turf chemicals at the unit prices set forth in the Agreement, in substantially the form **attached** and presented as Exhibit A 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.

2. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and FIS Outdoor, relating to the purchase of certain turf chemicals at the unit prices set forth in the Agreement, in substantially the form **attached** and presented as Exhibit B 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 9<sup>th</sup> day of December, 2021

**CITY OF PANAMA CITY BEACH**

By:   
Mark Sheldon, Mayor

**ATTEST:**

  
Lynne Fasone, City Clerk

Resolution 22-46

Manufacturer	Turf Chemical	Unit Type	Size of One Unit	Unit Price	Lowest Bidder
Rigby Taylor	Activate with Mba Molecule	Jug	2.64 gallons	\$ 469.92	Southeastern Turf Grass
Timac Agro	NoStunt	Jug	2.64 gallons	462.00	Southeastern Turf Grass
Rhysosphere	Therapy NP	Ounce	1 ounce	31.50	Southeastern Turf Grass
Rhysosphere	Therapy SP	Ounce	1 ounce	27.50	Southeastern Turf Grass
Rhysosphere	Therapy GP	Ounce	1 ounce	22.50	Southeastern Turf Grass
Rhysosphere	2A Soccer Conversion Therapy DP	Ounce	1 ounce	30.50	Southeastern Turf Grass
Rhysosphere	2A Soccer Conversion Therapy IP	Ounce	1 ounce	22.50	Southeastern Turf Grass
Prime Source	Trinpac	Jug	2.5 gallons	295.00	Southeastern Turf Grass
United Phosphorus	Imipro	Gallon	1 gallon	59.95	Southeastern Turf Grass
United Phosphorus	Lamda-Cy Mites	Gallon	1 gallon	92.00	Southeastern Turf Grass
United Phosphorus	UpStar Bifenthrin Mites	Gallon	1 gallon	38.00	Southeastern Turf Grass
Control Solutions	Taurus For Common Areas	Bag	30 pounds	47.40	Southeastern Turf Grass
Baileys	Invigorate	Jug	2.5 gallons	387.50	Southeastern Turf Grass
Bayer	Specticle	Jug	2.5 gallons	No Bid	No Bid
Monsanto	Certainty	Bottle	1.25 ounces	92.05	FIS Outdoors
DuPont	Tranxit	Bottle	5 ounces	412.00	Southeastern Turf Grass
Control Solutions	Prodiamine 65DF	Jug	5 pounds	66.17	FIS Outdoors
Southern Agricultural	Surflan	2 Jugs	5 gallons	137.50	Southeastern Turf Grass
Prime Source	Sulfentrazone	2 Jugs	5 gallons	1,900.00	Southeastern Turf Grass
ADAMA	MSM Herbicide	Jug	8 ounces	54.40	Southeastern Turf Grass
Prime Source	Quinclorac	Jug	0.5 gallons	48.23	FIS Outdoors
Southern Agricultural	Siliconized MSO for Quinclorac	Jug	2.5 gallons	117.50	Southeastern Turf Grass
Riverdale	Clash	Jug	2.5 gallons	195.00	Southeastern Turf Grass
Prime Source	Triad	Jug	2.5 gallons	55.73	FIS Outdoors
Syngenta	Manuscript Tropical Signal Festival w/Adigor	Case	1 case	688.00	Southeastern Turf Grass
Bayer	Ethofumesate/ PoaConstrictor/ Prograss	Jug	2.5 gallons	No Bid	No Bid
Phoenix Environmental	Pegasus DFX	Jug	5 pounds	40.85	Southeastern Turf Grass
United Phosphorus	Goliath XP	Jug	1 gallon	192.50	Southeastern Turf Grass
Phoenix Environmental	Kestrel MEX	Jug	2.5 gallons	150.00	Southeastern Turf Grass
United Phosphorus	Raven	Jug	2.5 gallons	152.50	Southeastern Turf Grass
Preferred Seed	PRG Seed	Bag	50 pounds	No Bid	No Bid

SynaTek	Physiocal 3-0-0 2	Bag	55 pounds	40.00	Southeastern Turf Grass
Timac Agro	Physiostart 8-28-0	Bag	55 pounds	75.00	Southeastern Turf Grass
Timac Agro	NutriRhize 0-0-35	Bag	50 pounds	59.00	Southeastern Turf Grass
Sunniland Corporation	Sunniland 20-0-20	Bag	50 pounds	39.70	Southeastern Turf Grass
Sunniland Corporation	Sunniland 39-0-0	Bag	50 pounds	51.80	Southeastern Turf Grass

**PARKS AND RECREATION  
TURF CHEMICALS  
AGREEMENT**

**THIS PARKS AND RECREATION TURF CHEMICALS AGREEMENT** is made and entered into this 21<sup>st</sup> day of December, 2021, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and **SOUTHEASTERN TURF GRASS SUPPLY, INC.** (Contractor).

**1. SCOPE OF SERVICES**

Contractor will provide Turf Chemicals for the City of Panama City Beach Parks and Recreation Department as detailed in Exhibit A attached and incorporated herein.

**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 accepted Bid prices submitted on PCB22-11 ITB Parks and Recreation Turf Chemicals Bid Form. 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 Contractors cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his designee(s).

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.

**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 by billing the City for the amount of product satisfactorily received as of the closure date. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 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 executed date of award for a period of one year with one (1) optional one-year renewals.

## **5. 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.

## **6. 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.

## **7. ATTORNEY'S FEES**

Should either party institute any legal action or proceeding to enforce this Agreement, or for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such legal action or proceeding.

## **8. TIME**

Time is of the essence in this Agreement.

## **9. 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 twenty-four (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 are governed by the laws within the State of Florida.

**10. 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 14<sup>th</sup> Judicial Circuit in Bay County, Florida.

**11. ASSIGNMENT**

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:

A. As to City:

Drew Whitman, City Manager  
17007 Panama City Beach Pkwy., PCB, FL 32413  
850-233-5100

B. As to Contractor:

Contract Representative: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
Phone/Cell: \_\_\_\_\_

**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.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

- ADVERTISEMENT FOR BIDS
  - INFORMATION FOR BIDDERS
  - BID PROPOSAL FORM
  - STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
  - PUBLIC ENTITY CRIMES STATEMENT
  - NON-COLLUSION AFFIDAVIT
  - E-VERIFY
  - CERTIFICATE OF INSURANCE
  - GENERAL CONDITIONS
  - NOTICE OF AWARD
  - AGREEMENT
  - EXHIBIT A
  - ADDENDA (S)
- No. 1, dated October 29, 2021

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

Signed in the presence of:

**SOUTHEASTERN TURF GRASS  
SUPPLY, INC.,** Contractor

Witness 1 \_\_\_\_\_  
(Print Name): \_\_\_\_\_

By: \_\_\_\_\_  
Its:

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

ATTEST:

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

  
\_\_\_\_\_  
City Clerk

By:   
\_\_\_\_\_  
Drew Whitman, City Manager

EXHIBIT A

<b>Manufacturer</b>	<b>Turf Chemical</b>	<b>Unit Type</b>	<b>Size of One Unit</b>	<b>Unit Price</b>
Rigby Taylor	Activate with Mba Molecule	Jug	2.64 gallons	<b>\$ 469.92</b>
Timac Agro	NoStunt	Jug	2.64 gallons	<b>462.00</b>
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Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
Phone/Cell: \_\_\_\_\_

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  - NOTICE OF AWARD
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  - EXHIBIT A
  - ADDENDA (S)
- No. 1, dated October 29, 2021

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

Signed in the presence of:  
Witness 1 \_\_\_\_\_  
(Print Name): \_\_\_\_\_

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

**FIS OUTDOOR**, Contractor  
By: \_\_\_\_\_  
Its:

ATTEST:

  
\_\_\_\_\_  
City Clerk

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

By:   
\_\_\_\_\_  
Drew Whitman, City Manager

## EXHIBIT A

<b>Manufacturer</b>	<b>Turf Chemical</b>	<b>Unit Type</b>	<b>Size of One Unit</b>	<b>Unit Price</b>
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