

RESOLUTION 22-72

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENTS WITH ROTOLO CONSULTANTS, INC. AND GRASSCUTTERS LAWN AND LANDSCAPING OF PC, INC. FOR THE MOWING AND LANDSCAPE MAINTENANCE ON CITY PROPERTIES IN THE AMOUNTS AS SET FORTH IN THE BODY OF THE RESOLUTION.

BE IT RESOLVED that:

1. The conflict of interest set forth in Sections 112.313(3) and (7), Florida Statute, as exists by virtue of the employment of Financial Advisory Board member Katy Hewitt by Rotolo Consultants, Inc., is hereby waived pursuant to Section 112.313(12), Florida Statutes.

2. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Rotolo Consultants, Inc. relating to the mowing and landscape maintenance for Maggi Still Park and Popeye Park in the total amount of Nine Thousand, One Hundred Sixty-Six Dollars and Ninety Four cents (\$9,166.94), 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; and

3. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Grasscutters Lawn and Landscaping of PC, Inc. relating to the mowing and landscape maintenance for Scott Field Park, Lullwater Park, the Lyndell Conference Center, and the Panama City Beach Library Complex in the total amount of Thirty-Two Thousand, Four Hundred Forty-Eight dollars (\$32,448), 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 13th day of January, 2022.

CITY OF PANAMA CITY BEACH

By: _____

Mark Sheldon, Mayor

ATTEST:

Lynne Fasone
Lynne Fasone, City Clerk

PCB22-15 ITB PCB MOWING AND LANDSCAPE MAINTENANCE

**PCB22-15 ITB
PCB Mowing and Landscape Maintenance**

THIS PANAMA CITY BEACH MOWING AND LANDSCAPE MAINTENANCE AGREEMENT is made and entered into this 1st day of March, 2022, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and Portob Consultants, Inc (Contractor).

PREMISES

2. SCOPE OF SERVICES

Contractor will provide Mowing and Landscape Maintenance for the City of Panama City Beach Parks and Recreation Department as detailed in the bid # **PCB22-15 ITB PCB Mowing and Landscape Maintenance**.

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 this agreement.

3. 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 Bid prices submitted on PCB22-15 ITB PCB Mowing and Landscape Maintenance Bid Form. The City shall pay to the Contractor as full consideration for the performance of the work required by this Agreement, at the per property price contained in the Contractors cost proposal.

4. 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 property satisfactorily completed 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.

5. TERM

3/1/22 - 2/28/23
3/1/23 - 2/28/24
3/1/24 - 2/28/25

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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 (1) year. The Agreement may be extended for two, one-year periods, upon the written agreement of the parties.

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. 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.

9. TIME

Time is of the essence in 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

PCB22-15 ITB PCB MOWING AND LANDSCAPE MAINTENANCE

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.

11. 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 14th Judicial Circuit In Bay County, Florida.

12. ASSIGNMENT

This Agreement is not assignable.

13. 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.

14. 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.

15. 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.

16. NOTICES

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

A. As to City:

City Representative: Drew Whitman

Title/Position: City Manager

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone: 850-233-5100

As to Contractor:

Contract Representative: Katy Hewitt

PCB22-15 ITB PCB MOWING AND LANDSCAPE MAINTENANCE

Title/Position: Business Development
Email address: Khewitt@rotolocconsultants.com
Mailing address: 38001 Brownsville Rd.
Slidell, LA 70460
Phone/Cell: 985-643-2427 / 850-503-2886

17. 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

GENERAL CONDITIONS

SCOPE OF WORK

BID PROPOSAL FORM

REFERENCES

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

NOTICE OF AWARD

PCB22-15 ITB PCB MOWING AND LANDSCAPE MAINTENANCE

AGREEMENT

EXHIBIT A

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

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PCB22-15 ITB PCB MOWING AND LANDSCAPE MAINTENANCE

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 Paula C. Wolner

(Print Name): Paula C. Wolner

By: Keith Rotolo
Keith Rotolo

Witness 2 Mary Garcia

(Print Name): Mary Garcia

ATTEST:

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

City Clerk

By: _____
Drew Whitman , City Manager



City of
Panama City Beach

PCB City Hall
17007 PCB Parkway
PCB, FL 32413
P: (850) 233-5100
F: (850) 233-5108
www.pcbfl.gov

September 19, 2022

emailed to
vendor
9/19/22

Rotolo Consultants, Inc.
Keith Rotolo
38001 Browns Village Road
Slidell, LA 70460

RE: Renewal Mowing and Landscape Maintenance Agreement

This letter is to serve as notice of the City's intent to exercise its option to renew the current Mowing and Landscape Maintenance Agreement between the City of Panama City Beach and Rotolo Consultants, Inc. relating to the mowing and landscape maintenance for Maggi Still Park and Popeye Park, upon the same terms and conditions for a term of one year, pursuant to Section 3 of that Agreement. This letter will therefore extend the current Agreement to February 28, 2024.

Sincerely,

Drew Whitman, City Manager
City of Panama City Beach

ACCEPTED:

Keith Rotolo
Rotolo Consultants, Inc.

Date: 8.21.22

Mayor
Mark Sheldon

Vice Mayor
Ward 1
Paul Casto

Ward 2
Phil Chester

Ward 3
Mary Coburn

Ward 4
Michael Jarman

City Manager
Drew Whitman



City of
Panama City Beach

PCB City Hall
17007 PCB Parkway
PCB, FL. 32413
P: (850) 233-5100
F: (850) 233-5108
www.pcbfl.gov

September 19, 2022

Rotolo Consultants, Inc.
Keith Rotolo
38001 Browns Village Road
Slidell, LA 70460

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Sincerely,

A handwritten signature in blue ink, appearing to read "Drew Whitman".

Drew Whitman, City Manager
City of Panama City Beach

ACCEPTED:

Keith Rotolo
Rotolo Consultants, Inc.

Date: _____

Mayor
Mark Sheldon

Vice Mayor
Ward 1
Paul Casto

Ward 2
Phil Chester

Ward 3
Mary Coburn

Ward 4
Michael Jarman

City Manager
Drew Whitman