

RESOLUTION NO. 23-185

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH POLK CITY SOD FOR THE BULK PURCHASE OF VARIOUS TYPES OF GRASS SOD AT THE UNIT PRICE AMOUNTS.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement with Polk City Sod, for the bulk purchase of various types of grass sod, at the unit price amounts, in substantially the bid form **attached** as Exhibit A 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 8th day of June, 2023.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

			Polk City Sod	
Item No.	Description	Quantity	Unit Price	Extended Amount
A.	Palisade's Zoysia	Pallet – 450 sf	\$0.40	\$180.00
	Palisade's Zoysia	Mega Roll – 350 sf	\$0.38	\$133.00
	Palisade's Zoysia	Standard Roll – 250 sf	\$0.54	\$135.00
B.	Empire Zoysia	Pallet – 450 sf	\$0.52	\$234.00
	Empire Zoysia	Mega Roll – 350 sf	\$0.50	\$175.00
	Empire Zoysia	Standard Roll – 250 sf	\$0.69	\$172.50
C.	Centipede	Pallet – 450 sf	\$0.43	\$193.50
	Centipede	Mega Roll – 350 sf	\$0.42	\$147.00
	Centipede	Standard Roll – 250 sf	\$0.56	\$140.00
D.	TIFTUF™ Bermuda	Pallet – 450 sf	\$0.42	\$189.00
	TIFTUF™ Bermuda	Mega Roll – 350 sf	\$0.40	\$140.00
	TIFTUF™ Bermuda	Standard Roll – 250 sf	\$0.55	\$137.50
E.	419 Bermuda	Pallet – 450 sf	\$0.38	\$171.00
	419 Bermuda	Mega Roll – 350 sf	\$0.36	\$126.00
	419 Bermuda	Standard Roll – 250 sf	\$0.50	\$125.00
F.	Palmetto Saint Augustine	Pallet – 450 sf	\$0.39	\$175.50
	Palmetto Saint Augustine	Mega Roll – 350 sf	\$0.37	\$129.50
	Palmetto Saint Augustine	Standard Roll – 250 sf	\$0.52	\$130.00
G.	Flora Tam Saint Augustine	Pallet – 450 sf	\$0.35	\$157.50
	Flora Tam Saint Augustine	Mega Roll – 350 sf	\$0.34	\$119.00
	Flora Tam Saint Augustine	Standard Roll – 250 sf	\$0.47	\$117.50
H.	Seville Saint Augustine	Pallet – 450 sf	\$0.36	\$162.00
	Seville Saint Augustine	Mega Roll – 350 sf	\$0.35	\$122.50
	Seville Saint Augustine	Standard Roll – 250 sf	\$0.48	\$120.00
I.	Pensacola Bahia	Pallet – 450 sf	\$0.39	\$175.50
	Pensacola Bahia	Mega Roll – 350 sf	\$0.34	\$119.00
	Pensacola Bahia	Standard Roll – 250 sf	\$0.45	\$112.50
J.	Argentina Bahia	Pallet – 450 sf	\$0.43	\$193.50
	Argentina Bahia	Mega Roll – 350 sf	\$0.34	\$119.00
	Argentina Bahia	Standard Roll – 250 sf	\$0.45	\$112.50
Delivery	Delivered to Jobsite	½ Truck Load	\$200.00	\$200.00
Delivery	Delivered to Jobsite	Full Truck Load	\$300.00	\$300.00

NOTICE OF AWARD

TO: _____

PRODUCT DESCRIPTION:

PCB23-38 BULK PURCHASE OF GRASS SOD

The City of Panama City Beach ("City") has considered the BID submitted by you for the above-described Product in response to its Advertisement for Bids dated _____, 20____, and associated Information for Bidders.

You are hereby notified that your pricing schedule has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute this Agreement.

If you fail to execute said Agreement within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of the City's acceptance of your BID abandoned.

You must return an acknowledged copy of this Notice of Award to the City, with the executed Agreement and required Certificates of Insurance and Bonds, within the above noted ten (10) calendar day period.

Dated this _____ day of _____, 20 _____.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

PCB23-38 ITB BULK PURCHASE OF GRASS SOD

CITY OF PANAMA CITY BEACH
Owner

By _____

Name: Drew Whitman

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged:

By _____

This the _____ day of _____, 20____.

Name _____

Title _____

[END OF NOTICE OF AWARD]

PCB23-38 ITB BULK PURCHASE OF GRASS SOD

AGREEMENT

BULK PURCHASE OF GRASS SOD

THIS BULK PURCHASE OF GRASS SOD AGREEMENT is made and entered into this day of _____, 2023, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and _____ (Contractor or Vendor).

PREMISES

1. SCOPE OF WORK

Contractor/Vendor will periodically provide and/deliver as required grass sod as ordered by the City of Panama City Beach, as more particularly described in the Specifications listed in Invitation to Bid number PCB23-38.

2. COMPENSATION

As compensation for supplying the product contemplated herein and performance rendered by the Contractor/Vendor of its duties and obligations hereunder, City shall pay Contractor/Vendor according to the not to exceed bid unit bid price submitted on PCB23-38 ITB BULK PURCHASE OF GRASS SOD. The City shall pay to the Contractor/Vendor as full consideration for the delivery of product required by this Agreement, at the UNIT PRICE 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/her designee(s).

3. PAYMENT

Contractor/Vendor will invoice for payment to the City when delivery and satisfactory inspection of grass sod has been completed. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 6, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award and be valid for a period of one (1) year with two (2) one-year optional renewals if mutually agreed upon by both parties.

5. PRICE ADJUSTMENTS

- A. Increases – Contractor/vendor may request a price increase adjustment no more than two times in any contract year. In the event Contractor/Vendor desires to increase price, City must be notified immediately. Price increases must be approved by City and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by Producer Price Index or manufacturer documentation and justification.

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Contractor/Vendor must honor previous prices for thirty (30) days after approval and written notification from City. It is the Contractor/Vendor's responsibility to keep all pricing up to date and on file with City. All price changes must be provided to City using the same format as was provided and accepted in the Contractor/Vendor's proposal.

- B. Reductions – Price reductions may be offered at any time during Contract. City may request a price reduction, which Contractor/Vendor shall permit, when such a request is supported by Producer Price Index.

6. TERMINATION OF CONTRACT

- A. City Termination for Cause – The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor/Vendor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work; (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor/Vendor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgement and discretion, the City may afford Contractor/Vendor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it seems expedient.
- B. City Termination for Convenience – Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days advanced written notice to Contractor/Vendor. In such event, Contractor/Vendor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor/Vendor shall discontinue Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor/Vendor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor/Vendor may not claim any compensation not specifically provided herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities; or any additional claims of subcontractors and vendors.

7. COMPLIANCE WITH LAWS

The Contractor/Vendor 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/Vendor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor/Vendor shall protect and indemnify the 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/Vendor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor/Vendor 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 term of the contract.

8. WARRANTY

The Contractor/Vendor agrees that, unless otherwise specified in the specifications of the invitation to bid, the product furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor/Vendor gives to any customer for comparable quantities of such products 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.

9. INSURANCE AND INDEMNIFICATION

Contractor/Vendor shall at its own expense maintain in force during the term of the contract the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A".

- i. Within thirty (30) days of the date of the Award, and thereafter upon the written request of the City, Contractor/Vendor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance requirements in order to satisfy this provision, the documentation required by this part must be sent to the following address: ATTN: RISK MANAGEMENT DIRECTOR, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.
- ii. Regardless of the coverage provided by any insurance, the successful Contractor/Vendor shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Contractor/Vendor, its sub-contractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.

If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor/Vendor under this Agreement, the City shall

promptly cause notice of the claim to be delivered to the successful Contractor/Vendor and shall afford the Contractor/Vendor and its counsel, at the Contractor's/Vendor'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.

10. 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.

11. TIME

Time is of the essence in this Agreement.

12. FORCE MAJEURE

The Contractor's/Vendor's failure or inability to perform the stated scope of work 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.

13. REMEDIES

In the event of failure of the Contractor/Vendor to deliver product in accordance with the contract terms and conditions, the City, after due written notice, may procure the products from other sources and hold the Contractor/Vendor 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 24 hours of Contractor's/Vendor'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.

14. ASSIGNMENT

This Agreement may be assigned with the consent of the City Council.

15. 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.

16. 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.

17. MODIFICATIONS

PCB23-38 ITB BULK PURCHASE OF GRASS SOD

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/Vendor.

18. 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 and conditions of this Agreement.

19. NOTICES

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

A. As to City:

City Representative: _____

Title/Position: _____

17007 Panama City Beach Parkway, Panama City Beach, FL 32413

Phone: _____

B. As to Contractor/Vendor:

Contract Representative: _____

Title/Position: _____

Email Address: _____

Mailing Address: _____

Phone: _____

20. 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 the parties.

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

- Advertisement for Bids
- Information for Bidders
- Scope of Work/Specifications
- Bid Proposal Form
- Drug Free Work Place Statement

PCB23-38 ITB BULK PURCHASE OF GRASS SOD

Public Entity Crimes Statement
Non-Collusion Affidavit
E-Verify
Terms and Conditions
Notice of Award
Agreement
Exhibit A
Any Additional Exhibits or Appendices

ADDENDA (S)

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

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

Signed in the presence of: Contractor/Vendor

Witness 1: _____

(Print Name): _____

By: _____
Contractor/Vendor

Witness 2: _____

(Print Name): _____

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

By: _____
Drew Whitman, City Manager

ATTEST:

City Clerk