

RESOLUTION NO 24-74

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH WOERNER LANDSCAPE SOURCE, INC. FOR THE SUPPLY AND DELIVERY OF THE BULK PURCHASE OF SOD AT SET UNIT PRICES AS MORE FULLY DESCRIBED IN THE BODY OF THE AGREEMENT.

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 Woerner Landscape Source, Inc. for the supply and delivery of the bulk purchase of sod at set unit prices as more fully described in the body of the agreement, in substantially the 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 25th day of January 2024.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

PCB24-20 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 ^{25th} day of January, 2024, by and between the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation (City) and Woerner Lands Cape Source, Inc. (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 PCB24-20.

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 PCB24-20 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. Payment for invoices shall be made via ACH or Virtual Credit Card only.

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 a 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.

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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

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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

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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: Drew Whitman
Title/Position: City Manager
17007 Panama City Beach Parkway, Panama City Beach, FL 32413
Phone: 850-233-5100

B. As to Contractor/Vendor:

Contract Representative: Ryan Cawby
Title/Position: Manager
Email Address: rcawby@woerner.com
Mailing Address: P.O. Box 1946, Foley, AL 36536
Phone: 850-628-7323

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

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- 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 _____

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: Sue Buegg

(Print Name): Sue Buegg

By: [Signature]
Contractor/Vendor

Witness 2: Matt Montee

(Print Name): Matt Montee

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

By: [Signature]
Drew Whitman, City Manager

ATTEST:

Lynne Fasore
City Clerk

PCB24-20 ITB BULK PURCHASE OF GRASS SOD

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: _____, 20____.

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The Undersigned, as Bidder, hereby declares that they have examined the bid specification and informed themselves fully regarding all terms and conditions pertaining to the product specifications.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** to receive a firm, fixed pricing schedule for the periodic purchase of various grass sod as specified in **PCB24-20 ITB BULK PURCHASE OF GRASS SOD** bid specifications. **Responsive bidders may propose prices on some or all strands of sod.**

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda has been issued.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Bid Amount</u>
A.	Palisade's Zoysia	Pallet - 450 sf 500	\$ <u>205.00</u>	\$ _____
	Palisade's Zoysia	Mega Roll - 350 sf	\$ <u>143.50</u>	\$ _____
	Palisade's Zoysia	Standard Roll - 250 sf	\$ _____	\$ _____
B.	Empire Zoysia Emerald	Pallet - 450 sf	\$ <u>234.00</u>	\$ _____
	Empire Zoysia	Mega Roll - 350 sf	\$ _____	\$ _____
	Empire Zoysia	Standard Roll - 250 sf	\$ _____	\$ _____
C.	Centipede	Pallet - 450 sf	\$ <u>170.00</u>	\$ _____

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	Centipede	Mega Roll - 350 sf	\$ <u>119.00</u>	\$ _____
	Centipede	Standard Roll - 250 sf	\$ _____	\$ _____
D.	TIFTUF™ Bermuda	Pallet - 450 sf	\$ <u>200.00</u>	\$ _____
	TIFTUF™ Bermuda	Mega Roll - 350 sf	\$ <u>140.00</u>	\$ _____
	TIFTUF™ Bermuda	Standard Roll - 250 sf	\$ _____	\$ _____
E.	419 Bermuda	Pallet - 450 sf	\$ _____	\$ _____
	419 Bermuda	Mega Roll - 350 sf	\$ _____	\$ _____
	419 Bermuda	Standard Roll - 250 sf	\$ _____	\$ _____
F.	Palmetto Saint Augustine <i>Classic</i>	Pallet - 450 sf	\$ <u>177.75</u>	\$ _____
	Palmetto Saint Augustine	Mega Roll - 350 sf	\$ _____	\$ _____
	Palmetto Saint Augustine	Standard Roll - 250 sf	\$ _____	\$ _____
G.	Flora Tam Saint Augustine	Pallet - 450 sf	\$ _____	\$ _____
	Flora Tam Saint Augustine	Mega Roll - 350 sf	\$ _____	\$ _____

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	Flora Tam Saint Augustine	Standard Roll – 250 sf	\$ _____	\$ _____
H.	Seville Saint Augustine	Pallet – 450 sf	\$ _____	\$ _____
	Seville Saint Augustine	Mega Roll – 350 sf	\$ _____	\$ _____
	Seville Saint Augustine	Standard Roll – 250 sf	\$ _____	\$ _____
I.	Pensacola Bahia	Pallet – 450 sf	\$ _____	\$ _____
	Pensacola Bahia	Mega Roll – 350 sf	\$ _____	\$ _____
	Pensacola Bahia	Standard Roll – 250 sf	\$ _____	\$ _____
J.	Argentina Bahia	Pallet – 450 sf	\$ _____	\$ _____
	Argentina Bahia	Mega Roll – 350 sf	\$ _____	\$ _____
	Argentina Bahia	Standard Roll – 250 sf	\$ _____	\$ _____
Delivery	Delivered to Jobsite	½ Truck Load 10	\$ <u>140</u>	\$ _____
Delivery	Delivered to Jobsite	Full Truck Load 20	\$ <u>140</u>	\$ _____

* NOTE: QUANTITIES OF PRODUCTS ARE ESTIMATES, ACTUAL QUANTITIES MAY VARY

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NOTE:

1. BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.
2. The City reserves the right to reject any and all bids received and may award the contract based upon either lowest bid or a combination of bids which the City deems to be in its best interest.
3. The City reserves the right to award multiple contracts based upon either the lowest bid or a combination of bids for the procurement of the product.

By submission of this BID, Bidder certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

BIDDER:

Woerner Landscape
Name of Business

17781 Ashley dr
Address

rcawby@woerner.com
Email Address


Signature of Authorized Representative

11/30/23
Date

Ryan Cawby
Name of Bidder

850-919-3446
Phone Number

[END OF BID PROPOSAL FORM]



CITY OF PANAMA CITY BEACH
 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413
PCB23-20 - ITB - Bulk Purchase of Grass Sod
 Tuesday, December 19, 2023
 1:00PM

	CONTRACTOR/VENDOR	DATE/TIME BID RECEIVED	PAPER or DEMANDSTAR	BID FORM	CONFLICT OF INTEREST	DRUG FREE WORKPLACE	E-VERIFY	NON-COLLUSION	PUBLIC ENTITY CRIMES	W9	INSURANCE REQUIREMENT	BID PRICE	RESPONSIVE BID - Minimum Requirements Provided	NOTES
1	Woerner Landscape	12/11/23 @ 10:03AM	DemandStar	X	X	X	X	X	X	X	X	See Attached Detailed Line Item Pricing Sheet	Yes	
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														

Bid tabulation is preliminary - bids are still reviewed for responsibility and are not finalized until awarded by City Council.

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				Woener Landscape
Item No.	Description	Contractor's Alternate	Quantity	Unit Price
A.	Palisade's Zoysia		Pallet – 500 sf	\$205.00
	Palisade's Zoysia		Mega Roll – 350 sf	\$143.50
	Palisade's Zoysia		Standard Roll – 250 sf	NO BID
B.	Empire Zoysia	Emerald	Pallet – 500 sf	\$234.00
	Empire Zoysia	Emerald	Mega Roll – 350 sf	NO BID
	Empire Zoysia		Standard Roll – 250 sf	NO BID
C.	Centipede		Pallet – 500 sf	\$170.00
	Centipede		Mega Roll – 350 sf	\$119.00
	Centipede		Standard Roll – 250 sf	NO BID
D.	TIFTUF™ Bermuda		Pallet – 500 sf	\$200.00
	TIFTUF™ Bermuda		Mega Roll – 350 sf	\$140.00
	TIFTUF™ Bermuda		Standard Roll – 250 sf	NO BID
E.	419 Bermuda		Pallet – 450 sf	NO BID
	419 Bermuda		Mega Roll – 350 sf	NO BID
	419 Bermuda		Standard Roll – 250 sf	NO BID
F.	Palmetto Saint Augustine	Classic Saint Augustine	Pallet – 450 sf	\$177.75
	Palmetto Saint Augustine	Classic Saint Augustine	Mega Roll – 350 sf	NO BID
	Palmetto Saint Augustine	Classic Saint Augustine	Standard Roll – 250 sf	NO BID
G.	Flora Tam Saint Augustine		Pallet – 450 sf	NO BID
	Flora Tam Saint Augustine		Mega Roll – 350 sf	NO BID
	Flora Tam Saint Augustine		Standard Roll – 250 sf	NO BID
H.	Seville Saint Augustine		Pallet – 450 sf	NO BID
	Seville Saint Augustine		Mega Roll – 350 sf	NO BID
	Seville Saint Augustine		Standard Roll – 250 sf	NO BID
I.	Pensacola Bahia		Pallet – 450 sf	NO BID
	Pensacola Bahia		Mega Roll – 350 sf	NO BID
	Pensacola Bahia		Standard Roll – 250 sf	NO BID
J.	Argentina Bahia		Pallet – 450 sf	NO BID
	Argentina Bahia		Mega Roll – 350 sf	NO BID
	Argentina Bahia		Standard Roll – 250 sf	NO BID
Delivery	Delivered to Jobsite		½ Truck Load	\$140.00
				\$140.00
Delivery	Delivered to Jobsite		Full Truck Load	\$300.00