

RESOLUTION NO. 25-07


A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND APPLICATION OF TURF TREATMENT CHEMICALS FROM SOUTHEASTERN TURF GRASS SUPPLY, INC. FOR THE PARKS AND RECREATION DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$106,000.00.

BE IT RESOLVED that the appropriate officers of the City are authorized to purchase turf treatment chemicals, and the application of the same, from Southeastern Turf Grass Supply, Inc. for the Parks and Recreation Department in an amount not to exceed One Hundred Six Thousand Dollars and No Cents (\$106,000.00), under the terms and conditions approved by Resolution 23-101, 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 24th day of October, 2024.

CITY OF PANAMA CITY BEACH, FL

By: 
Stuart Tettermer, Mayor

ATTEST:


Lynne Fasone, MMC, City Clerk

**Parks and Recreation Chemical Application
AGREEMENT**

This Parks and Recreation Chemical Application Agreement

is made and entered into this 26 day of January, 2023, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and Southeastern Turf Grass Supply, Inc. (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor(s) will provide a firm, fixed pricing schedule for the periodic purchase and application of select turf treatment chemicals to be used for City parks and sports fields and Contractor(s) shall comply with all the requirements including the federal requirements as more particularly described in the Bid documents PCB23-25 ITB Parks and Recreation Chemical Application.

If the Contractor(s) 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(s), the Contractor(s) 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(s) 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(s) must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

2. COMPENSATION

As compensation for the services contemplated herein and performance rendered by Contractor(s) of its duties and obligations hereunder, City shall pay Contractor(s) according to the Bid prices submitted on PCB23-25 ITB Parks and Recreation Chemical Application Bid Form. The City shall pay to the Contractor(s) as full consideration for the performance of the work required by this Agreement, at the cost per chemical/application as 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 designee(s).

- A. 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(s), 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. PRICE ADJUSTMENTS

- A. Increases – Contractor(s) may request a price increase adjustment no more than two times in any contract year. In the event Contractor(s) desires to increase price, City

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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(s) shall be paid without prior approval. All price increases must be supported by Producer Price Index or manufacturer documentation and justification. Contractor(s) must honor previous prices for thirty (30) days after approval and written notification from City. It is the Contractor'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's proposal.

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

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(s) shall submit an itemized invoice by billing the City for the amount of work 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

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 two (2) one-year optional renewals.

6. TERMINATION AND SUSPENSION

- 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's: (1) failing to carry forward and deliver the product 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 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 judgment and discretion, the City may afford Contractor 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 deems 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 written notice to Contractor. In such event, Contractor 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 shall discontinue the 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 shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities, any additional claims of subcontractors and vendors.

7. COMPLIANCE WITH LAWS.

The Contractor(s) 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(s) shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor(s) 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(s), its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor(s) 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.

8. WARRANTY

The Contractor(s) 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(s) 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.

9. INSURANCE AND INDEMNIFICATION

Bidder shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A."

A. Within thirty days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements

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In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Carrie Jagers, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

B. To the maximum extent permitted by Florida law, Contractor shall indemnify and hold harmless the City and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgements, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of the resulting Agreement by Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or anyone employed by or utilized by the Contractor in the performance of the services solicited in this ITB.

C. Contractor's obligation to indemnify and hold harmless under this provision will survive the expiration or earlier termination of any resulting Agreement until it is determined by final judgement that an action against the City or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

D. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Bidder under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Bidder and shall afford the Bidder and its counsel, at the Bidder'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

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.

11. TIME

Time is of the essence in this Agreement.

12. REMEDIES

In the event of failure of the Contractor(s) 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(s) 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 four (4) 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.

13. CHOICE OF LAW and 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.

14. ASSIGNMENT

This Agreement is not assignable.

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. 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(s).

17. 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.

18. 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

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CERTIFICATE OF INSURANCE

GENERAL CONDITIONS

NOTICE OF AWARD

AGREEMENT

ADDENDA [LIST ANY ADDENDA ISSUED PRIOR TO EXECUTION OF THE AGREEMENT.]

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

The Contract Documents also includes any Work Authorizations executed by the parties and written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement."

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

City of Panama City Beach

17007 Panama City Beach Parkway

Panama City Beach, FL 32413

ATTENTION: _____
Drew Whitman, City Manager

Fax No.: _____
(850) 233-5108

If to Contractor:

Southeastern Tent Grass Supply

6942 Phillips Parkway Drive North

Jacksonville, FL 32256

ATTENTION: _____
Ashley Carlton

Fax No.: _____
904-262-6737

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Either party may change its above-mentioned address by giving written notice to the other party in accordance with the requirements of this Section.

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 [Signature]

(Print Name): Ashley Carlton

By: [Signature] the Southeastern Turf Grass Supply Co.
AS IT's President

Witness 2 [Signature]

(Print Name): Dustin Headlee

ATTEST: THE CITY OF PANAMA CITY BEACH, FLORIDA,

a municipal corporation

[Signature]

City Clerk

By: [Signature]

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

October 1, 2024

Southeastern Turf Grass Supply
6942 Phillips Parkway Dr. N.
Jacksonville, FL 32256

RE: Renewal of Parks and Recreation Chemical Application Agreement

This letter is to serve as notice of the City's intent to exercise its option to renew the current Parks and Recreation Chemical Application Agreement between the City of Panama City Beach and Southeastern Turf Grass Supply regarding the periodic purchase and application of select turf chemicals, upon the same terms and conditions for a term of one year, pursuant to Section 4 of that Agreement. This letter will therefore extend the current Agreement to January 26, 2026.

Sincerely,


Drew Whitman, City Manager
City of Panama City Beach

ACCEPTED:



Jonathan Wicker
Southeastern Turf Grass Supply

Date: October 8, 2024

Mayor
Stuart Tetterer

Vice Mayor
Michael Jarman

Ward 1
Paul Casto

Ward 2
Ethan Register

Ward 3
Mary Coburn

City Manager
Drew Whitman
Asst. City Mgr.
Holly White

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BID PROPOSAL FORM

TO: City of Panama City Beach, Florida
 SUBMITTED: January 6th, 2022.

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

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach to receive firm, fixed pricing schedule for the periodic purchase and application of select turf treatment chemicals to be used for City parks and sports fields in complete accord with PCB23-25 ITB Parks and Recreation Chemical Application bid specifications.

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

Basis of Award: The contract(s) will be awarded to one or more contractor(s) with the lowest responsive and responsible Bid. All invoices will require itemized billing per service.

Line items should be priced per acreage:

Service	Description	Cost Per Acreage	# of Events Per Year	Total Costs
Soil Aeration and Compaction	Application to the festival site, and all soccer and baseball fields (Approx. 39 acres)	\$ <u>17,750.00</u>	3	\$ <u>53,250.00</u>
PRG Seed (4000 pounds)	Application of PRG Seed (Seeds supplied by City) (Approx. 8.5 acres)	\$ <u>2,640.00</u>	1	\$ <u>2,640.00</u>
Oxadiazon 2G Pre-Emergent Treatment	Chemical Product (approx. 83 acres)	\$ <u>13,079.92</u>	2	\$ <u>26,158.84</u>
	Application of all fields (approx. 83 acres)	\$ <u>9,996.50</u>	2	\$ <u>9,993.00</u>
Fipronil 0.1G Insecticide Treatment	Chemical Product (approx. 83 acres)	\$ <u>13,345.70</u>	1	\$ <u> </u>
	Application of all fields (approx. 83 acres)	\$* <u>Sold as a system</u>	1	\$ <u>13,345.70</u>

*NOTE: QUANTITIES OF PRODUCTS ARE ESTIMATES, ACTUAL QUANTITIES MAY VARY. THE FREQUENCY OF EVENTS IS BASED ON AN AVERAGE FISCAL YEAR FROM OCTOBER -SEPTEMBER. ACREAGE CAN INCREASE OR DECREASE EACH FISCAL YEAR.