

RESOLUTION 21-132

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH SOUTHEASTERN TURF GRASS SUPPLY, INC. FOR THE PURCHASE AND APPLICATION OF TURF CHEMICALS FOR THE PARKS AND RECREATION DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$24,044.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Southeastern Turf Grass Supply, Inc., relating to the purchase and application of turf chemicals for the Parks and Recreation Department, in an amount not to exceed Twenty Four Thousand, Forty Four Dollars (\$24,044.00), 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.

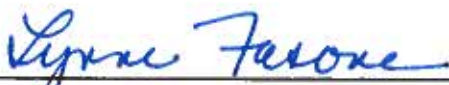
PASSED in regular session this 8th day of April, 2021.

CITY OF PANAMA CITY BEACH

By: 

Mark Sheldon, Mayor

ATTEST:



Lynne Fasone, City Clerk

TURF CHEMICAL APPLICATION

AGREEMENT

THIS AGREEMENT is made this ___ day of ___, 2021 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and

SOUTHEASTERN TURF CARE SYSTEMS, INC. doing business as SAME (an individual), or (a partnership), or (a corporation), having a business address of 6942 Phillips Pky. Dr. N. Jacksonville FL 32256 hereinafter called ("CONTRACTOR") for the performance of the Work (as that terms is defined below) in connection with the construction of "**TURF CHEMICAL APPLICATION**", to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by CITY OF PANAMA CITY BEACH and all other Contract Documents hereafter specified.

OWNER and CONTRACTOR, for the consideration herein set forth, agree as follows:

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S sub-contractors, if any, nor

TURF CHEMICAL APPLICATION

- any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.
2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within thirty (30) calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within (55) consecutive calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 01000, General Conditions.
 3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$ 1500.00/day for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.
 4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for **TURF CHEMICAL APPLICATION** for a total Not to Exceed contract of \$24,044⁰⁰ as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").
 5. The term "Contract Documents" 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

TURF CHEMICAL APPLICATION

- Scope of Work
 - BID PROPOSAL FORM
 - PUBLIC ENTITY CRIMES
 - DRUG FREE WORKPLACE
 - AGREEMENT
 - NOTICE OF AWARD
 - NOTICE TO PROCEED

SPECIFICATIONS prepared or issued by City of Panama City Beach.

The Contract Documents also includes any 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".

6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This Agreement shall be governed by the laws of the State of Florida.
9. 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:

TURF CHEMICAL APPLICATION

If to Owner:

City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, FL 32413
ATTENTION: City Manager
Fax No.: (850) 233-5108

If to Contractor: JONATHAN WICKER AS President
c/o SOUTHEASTERN TURF GRASS SUPPLY INC.
ATTENTION: 6942 Phillips PKY. DR. N.
FAX NUMBER JACKSONVILLE FL 32256
904-262-6733

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

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.
11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any

TURF CHEMICAL APPLICATION

nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated, and superseded by this Agreement.

13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project shall be Jim Ponek, Director of Parks and Recreation.
16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR

TURF CHEMICAL APPLICATION

expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage for Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED

The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverage and limits required of CONTRACTOR under this Agreement is designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

TURF CHEMICAL APPLICATION

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment, and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

The CONTRACTOR'S deductibles/self-insured retentions shall be disclosed to OWNER and are subject to OWNER'S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by OWNER.

Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

TURF CHEMICAL APPLICATION

The CONTRACTOR shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

\$1,000,000	Limit Each Accident
\$1,000,000	Limit Disease Aggregate
\$1,000,000	Limit Disease Each Employee

The CONTRACTOR shall also purchase any other coverage required by law for the benefit of employees.

The CONTRACTOR shall provide to OWNER an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverage and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000	Combined Single Limit Each Occurrence, and
	\$2,000,000	

TURF CHEMICAL APPLICATION

The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverage must be maintained for a period of not less than three (3) years following OWNER'S final acceptance of the project.

The CONTRACTOR shall add OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

The CONTRACTOR shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of CONTRACTOR'S owned, non-owned, leased, rented, or hired vehicles with limits not less than:

Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Each Accident
---------------------------------	---

EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverage as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverage with no gaps in continuity of coverage or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$5,000,000, each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

TURF CHEMICAL APPLICATION

No other insurance will be required by the City for this Contract.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL) .

ATTEST:

Lynne Fawcett
City Clerk

[Signature]
City Attorney (as to form only)

ATTEST:

NAME _____
(Please Type)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA BY:

[Signature]

NAME: Al Shortt
(Please type)

TITLE: Interim City Manager

CONTRACTOR: [Signature] Sipp

BY: SOUTHEASTERN TURF GROUP
AS IT'S PRESIDENT

NAME: JENNIFER C. WILSON
(Please Type)

ADDRESS: 6942 Phillips Pkwy N

JACKSONVILLE FL 3225

[END OF AGREEMENT]

TURF CHEMICAL APPLICATION

NOTICE OF AWARD

TO: SOUTHEASTERN TURF CARE Supply Inc
6942 Phillips Pky. DR. N.
JACKSONVILLE, FL 32256

PROJECT DESCRIPTION:

PANAMA CITY BEACH "TURF CHEMICAL APPLICATION"

The City of Panama City Beach ("City") has considered the BID submitted by you for the above-described Project in response to its Advertisement for Bids dated MARCH 17th, 2021 and associated Information for Bidders.

You are hereby notified that your Bid in the not to exceed amount of \$24,044⁰⁰ has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you (with the required Bonds and Certificates of Insurance) 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 the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement, together with the required Certificates of Insurance and Bonds, within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of City's acceptance of your BID as abandoned and as a forfeiture of your Bid Deposit. The City will be entitled to all other rights and remedies as may be available to it at law.

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.]

TURF CHEMICAL APPLICATION

CITY OF PANAMA CITY BEACH

Owner

By al shortt

Name: Al Shortt

Title: Interim City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By SOUTHEASTERN TURF GRASS SUPPLY INC.

This the _____ day of _____, 20____.

Name _____

Title _____

[END OF NOTICE OF AWARD]

TURF CHEMICAL APPLICATION

NOTICE TO PROCEED

TO: *SOUTHEASTERN TURF GRASS SUPPLY INC.*
6942 PHILLIPS PKY. DR. N.
JACKSONVILLE, FL 32256

PROJECT DESCRIPTION: "TURF CHEMICAL APPLICATION"

You are hereby notified to commence WORK in accordance with the Agreement dated _____ on or before _____, 20____ and you are to substantially complete the WORK within 90 consecutive calendar days thereafter. The date of Substantial Completion is therefore _____, 20____. You are to achieve Final Completion within 30 days of achieving Substantial Completion. You must return and acknowledge a copy of this Notice to Proceed to the City within five (5) calendar days of your receipt of this Notice.

CITY OF PANAMA CITY BEACH

Al Shortt

By:

Name: Al Shortt

Title: Interim City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged

By _____
(Company Name)

This the _____ day of _____, 20____

(Signature)

(Type or Print Name)

(Title)

[END OF NOTICE TO PROCEED]



CITY OF PANAMA CITY BEACH
(City)

March 18, 2021

ADDENDUM NO. 2

PCB21-04-ITB TURF CHEMICAL APPLICATION

Question

1. On Page 9 (VII.A) – Will the City reconsider changing the indemnification clause?

- a. ***The City of Panama City Beach has reconsidered and has revised the indemnification clause on Page 9 section VII, A. The new clause below replaces Page 9 Section VII, A with Page 9, Section VII, A and B.***

A. 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, judgments, 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 or utilized by the Contractor in the performance of the services solicited in this ITB.

B. 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 judgment 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.

*Sutherland (not 17651)
Supply Inc.
Acknowledged per Receipt
3/18/2021*

[Signature]
As President

[Signature]
3/18/2021



SOUTH EASTERN
TURF GRASS SUPPLY -
ACKNOWLEDGED
RECEIPT
3/17/2021

[Signature]
As President

CITY OF PANAMA CITY BEACH
(City)

March 17, 2021

ADDENDUM NO. 1

PCB21-04-ITB TURF CHEMICAL APPLICATION

Questions

1. On Page 9 (VII.A) – Will the City consider changing the indemnification time period to 60-90 days.
a. The City of Panama City Beach will not change the indemnification period on this project. *[Signature]* 3/17/21
2. On Page 25 (Commercial General Liability Coverage) – Will the City remove the "shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground)"?
a. The City of Panama City Beach will remove "shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) portion only of the Commercial General Liability Coverage Requirement. *[Signature]* 3/17/21
3. On Page 26 – (Commercial General Liability Coverage) Will the City consider reducing the 3-year time requirement for the following; "the General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverage must be maintained for a period of not less than three (3) years following OWNER'S final acceptance of the project."
a. The City of Panama City Beach will reduce time requirement from 3 Years to 2 years on this project. *[Signature]* 3/17/21
4. On page 26, (Excess or Umbrella Liability Coverage) Will the City require \$5,000,000 Umbrella Policy for this project?
a. The City of Panama City Beach will reduce the Umbrella Liability coverage requirement on this project from \$5,000,000 to \$2,000,000. *[Signature]* 3/17/21

TURF CHEMICAL APPLICATION



PCB21-04
INVITATION TO BID
TURF CHEMICAL APPLICATION

CITY OF PANAMA CITY BEACH
17007 PANAMA CITY BEACH PARKWAY
PANAMA CITY BEACH, FLORIDA 32413

March 10, 2021

TURF CHEMICAL APPLICATION

INVITATION TO BID

"PCB21-04-ITB-TURF CHEMICAL APPLICATION"

The City of Panama City Beach ("City") is requesting sealed Bids from experienced professionals for the one-time chemical application for two City Parks; Aaron Bessant and Frank Brown Park. The **Turf Chemical Application Bids** must comply with or be reasonably equivalent to the certain specifications and requirements set forth by the City in connection with this Notice.

Bids will be received until **1:00 p.m. Central Time, March 24, 2021** at **City of Panama City Beach City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413** and will be opened and read publicly immediately thereafter. All Bids shall be submitted in an envelope clearly marked **"PCB21-04-ITB-TURF CHEMICAL APPLICATION"**. The City reserves the right to reject any and all Bids. All Bids shall be all inclusive and fixed for a period of 30 days after opening.

BIDDERS must submit all questions, if any, in writing at least **seven (7)** days prior to the BID date. If necessary, questions will be answered as ADDENDA(s) and will be issued to the Contract Documents and posted on the City's website. It is the sole responsibility of the bidder to determine if any addenda have been issued.

Please direct all questions to Purchasing Manager, Tina Kunst @ tina.kunst@pcbfl.gov.

The bid must conform to Section 287.133(3) Florida Statutes, with respect to Public Entity Crimes.

The City reserves the right to reject any and all bids in whole or in part, to waive informalities in the bid documents, to obtain new bids, to postpone the opening of bids, and to award the contract to a bidder other than the lowest bidder should it find that the lowest bidder does not offer the reliability, quality of service or product afforded by such other bidder. Where a bid other than the lowest bid is taken, the City Council will state the reasons upon which such award was made. All bidders shall comply with all applicable state and local laws concerning licensing, registration, and regulations of businesses in the state of Florida.

TURF CHEMICAL APPLICATION

INFORMATION FOR BIDDERS

BIDS will be received by City of Panama City Beach (herein called the "OWNER"), at City of Panama City Beach City Hall, 17007 Panama City Beach Parkway, Panama City Beach, FL. 32413 until **1:00 p.m. Central Time, March 24, 2021** then opened and read publicly promptly thereafter.

Each BID Response is required to contain two (2) sets (one (1) original and one (1) copy). Each sealed envelope containing a BID must be clearly marked on the outside as "**PCB21-04-ITB-TURF CHEMICAL APPLICATION**" and addressed to City of Panama City Beach, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413. The envelope should bear on the outside the BIDDER'S name, address, and business license number. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER - City of Panama City Beach, at 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

All BIDS must be made on the required BID forms. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted.

Two (2) COMPLETE SETS (one (1) original and one (1) copy) OF A BID RESPONSE ARE REQUIRED

A complete BID response shall consist of:

1. An executed Bid Proposal Form
2. Mandatory References
3. Drug Free Workplace
4. Public Entity Crimes

Additional reference documents:

1. Agreement
2. Notice of Award
3. Notice to Proceed

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn by the BIDDER prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered, no exceptions.

BIDDERS must submit all questions, if any, in writing at least **seven (7)** days prior to the BID date. If necessary, questions will be answered as ADDENDA(s) and will be issued to the Contract Documents and posted on the City's website. It is the sole responsibility of the bidder to determine if any addenda have been issued.

TURF CHEMICAL APPLICATION

I. General Conditions

- A. The purpose of this bid is to establish a firm, fixed price for labor and material for Turf Chemical Application at Frank Brown and Aaron Bessant Parks.
- B. Bids may be submitted in person at the City of Panama City Beach City Hall at 17007 Panama City Beach Parkway, Panama City Beach, FL 32413, or via U. S. mail or courier service. Sealed bids must be plainly marked, "**PCB21-04-ITB-TURF CHEMICAL APPLICATION**". Only bids submitted on the Bid Sheet provided with this invitation will be considered responsive. The City must receive all bids before 1:00 p.m., CDT, on Thursday, March 24, 2021, at which time all bids will be opened and read aloud. Bids received after the stated time will be refused. It is the sole responsibility of the bidder to ensure the bid is received on time. The clock in the City Hall will determine the bid closing time.
- C. Submit one (1) original and one (1) copy of all documents to City of Panama City Beach City Hall.
- D. The City reserves the right to reject any one or all bids, or any part of any bid, to waive any informality in any bid and to award a contract deemed to be in the best interest of the City.
- E. Specifications are open to public inspection at the City Hall, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413 on the City Website, or at Panama City, Florida, telephone (850) 233-5100 or our website www.pcbfl.gov.
- F. Questions or inquiries regarding the meaning or interpretation of any of the provisions of this Invitation for Bids must be emailed. Please direct all questions to Purchasing Manager, Tina Kunst @ tina.kunst@pcbfl.gov. All written inquiries and responses will be submitted as addenda and posted on the City's website. Interested parties are encouraged to register with E-Notification at the website to ensure notification of postings.
- G. Contact with other City officials or employees for the purpose of inquiries regarding this bid or the meaning or interpretation of these specifications shall be grounds for disqualification.
- H. Each bidder shall become fully informed as to the extent and character of the work required prior to submitting a bid. The sites to be maintained under the provisions of this agreement will be examined by the Contractor prior to submitting a bid. The Contractor will accept each service area in its present physical condition. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.

TURF CHEMICAL APPLICATION

- I. The Contractor acknowledges that the City is a Florida municipal corporation and subject to the Florida Public Records Law. The Contractor agrees that to the extent any document produced under this agreement constitutes a public record the Contractor shall comply with Florida Statutes, Chapter 119.
- J. Bidders must furnish a list of three (3) or more current references with addresses, phone numbers, and contact person.
- K. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for category two for a period of 36 months from the date of being placed on the convicted vendor list.

II. Terms of Contract

- A. This is a one-time lump sum contract price term contract valid for one (1) year with an additional one (1) one-year option to extend at the original contract price, at the City's option.
- B. The Contractor shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and ordinances applicable to the performance of services under this agreement.
- C. Payment will be made 30 days after satisfactory completion and inspection of the work.
- D. It is agreed that the City may terminate this agreement at any time for cause and may terminate the agreement with or without cause by giving at least thirty (30) days prior written notice to Contractor. The Contractor may terminate this agreement at any time by giving ninety (90) days prior written notice to the City. In the event of termination, the City shall be responsible only for payment of those services performed and accepted by the City prior to the date of termination.
- E. Bidder shall be deemed an independent contractor as to all work required and not an agent or servant in the employ of the City.

TURF CHEMICAL APPLICATION

III. Scope of Work – Part 1

- A. The successful bidder will supply the chemicals and/or perform applications listed below in PART 2 to the City of Panama City Beach.
- B. Chemical application area is approximately 72 acres (14 – Aaron Bessant & 58 – Frank Brown)
- C. Equal items may be considered. Please attach documents showing equivalency in detail.
- D. Vendor to provide any and all Material Data Safety Sheet documents for the chemicals or equivalent listed in Part 2.

Scope of Work – Part 2– Chemicals & Applications

- A. Vendor shall provide a one-time dry spray application of Oxadiazon 2G (2% AI on Biodac carrier size 20/50) at 100lbs per acre to 72 acres.
- B. A one-time application of aipronil 0.1% granular applied to 72 acres at a rate of 25 lbs. Peracre. Application will carry a balance of calendar year mole cricket and fire ant manufacturers guarantee.
- C. All chemical application shall be conducted in accordance with the specifications herein, the manufacturer's specification and all equipment will be certified by either QualiPro or Bayer Environmental Science for 2021
- D. The quantities stated therein are approximate only and are intended to serve as a basis for the comparison of bids and to fix the approximate amount of the cost of the contract. The City reserves the right to request additional chemical application or adjustments to the chemical ratio applied at the same pro rate cost basis as included in the Vendor's Bid.
- E. All work shall be accomplished Monday through Friday, between the hours of 7:00 a.m. and 4:30 p.m., excluding weekends and holidays. After-hours and weekend work may be approved by the City if deemed necessary. The City may restrict the hours of operations based on peak traffic hours, local conditions, or special events.
- F. The Contractor shall secure all licenses and permits required and shall comply with all applicable laws, regulations, and codes as required by Federal agencies and the State of Florida. The contractor must fully comply with all Federal, State, County, and Municipal ordinances and regulations in any manner affecting the prosecution of the work.

IV. Payment

- A. Payment will be made in 30 days after work is completed and inspected.
- B. The City shall in all cases determine the amount, quality, and acceptability of the work to be paid for, and shall decide finally and conclusively all questions or differences of opinion that may arise as to the interpretation of the specifications or the fulfillment of the terms of the Contract.

TURF CHEMICAL APPLICATION

V. Safety Requirements

- A. The Contractor shall provide and maintain, at his own expense, sanitary accommodations for use by his employees as is necessary to comply with the requirements and regulations of the State of Florida Department of Health and Rehabilitative Services, OSHA or Bay County Health Department.

VI. Insurance Coverages

A. Standard Insurance Coverage

1. The Contractor, Subcontractors, vendors, or suppliers shall not begin work under the contract until obtaining all insurance described herein and such insurance has been approved by the City; nor shall the Contractor permit any Subcontractors, vendors, or suppliers to begin work until similar insurance to cover the Subcontractors, vendors, or suppliers has been obtained and approved.
2. The minimum insurance coverage and limits required are shown by coverage line below. Failure of the Contractor to identify deficiencies in any insurance provided by Subcontractors, vendors, or suppliers shall not relieve Subcontractors, vendors, or suppliers from any insurance obligations.

B. Required coverage is as follows:

1. Workers Compensation and Employer's Liability

Workers' compensation insurance providing statutory benefits as required in the state of Florida and employer's liability with limits of not less than:

- \$1,000,000 E.L. Each Accident
- \$1,000,000 E.L. Disease - Each Employee
- \$1,000,000 E.L. Disease - Policy Limit

The policy shall include a waiver of subrogation in favor of the City.

Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all Subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers' (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each Subcontractor, Vendor, or Supplier.

TURF CHEMICAL APPLICATION

The certificate must clearly identify that coverage applies in the state the Contractor, Subcontractor, Vendor, or Supplier is located and includes coverage for Florida as required by statute.

2. Commercial General Liability Insurance

Written on ISO form CG2010 11/85 or equivalent. The minimum limits of coverage shall be as follows:

- a. \$1,000,000 each occurrence for Bodily Injury and Property Damage
- b. \$2,000,000 General Aggregate
- c. \$2,000,000 Products and Completed Operations
- d. Employees and Volunteers as Additional Insured for both on-going and completed operations
- e. Blanket Contractual Liability
- f. Independent Contractor's Liability
- g. Additional Insured - Owners, Lessees Or Contractors - Completed Operations (ISO form CG 20 37)

3. Commercial Auto Liability Insurance

Written on ISO form CA 00 01 or equivalent. The minimum limits of coverage shall be as follows:

- Bodily Injury and Property Damage: \$1,000,000 combined single limit
- Any auto coverage includes Hired Auto Liability and Non-Owned Auto Liability.

4. Excess or Umbrella Liability Coverage

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverage as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverage with no gaps in continuity of coverage or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$5,000,000, each occurrence and aggregate as required by OWNER.

C. Certificate of Insurance

Prior to commencing its performance under the contract, Contractor and all Subcontractors, Vendors or Suppliers shall provide the City a Certificate of Insurance evidencing the coverages previously listed. The insurance required hereunder shall be maintained from the commencement of the contract until the

TURF CHEMICAL APPLICATION

end of the applicable warranty period. The Contractor, Subcontractor, Vendor, or Supplier shall maintain a current Certificate of Insurance with City for this period.

D. Waiver of Subrogation

All insurance coverage maintained by the Contractor and all Subcontractors shall include a waiver of any right of subrogation of the insurers thereunder against the City, employees, insurers, and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy. Contractor and all Subcontractors further waive all claims and all rights of subrogation against the City, employees, insurers and underwriters for loss of, or damage to, Contractor/Subcontractor scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by Contractor/Subcontractor.

VII. Indemnification

- A. The Contractor shall indemnify and save harmless forever, the City of Panama City Beach, Florida, and its agents, from all charges or claims resulting from such accidents or injuries or from any act, omission, or neglect by himself or his employees, as well as from all claims for patent rights or fees, or from claims relating to labor or materials furnished for the work. The Contractor shall become defendant in every suit brought against the City for any such amount as it may determine to be required to pay the expenses and damages arising from any of said causes, or in case no money is due, the Contractor's surety shall be held until such suits, actions, or claims for injuries or damages shall have been settled, and suitable evidence to that effect furnished to the City.

TURF CHEMICAL APPLICATION

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida SUBMITTED: MARCH 17th, 2021.

Turf Chemical Application

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

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the lump sum price listed, to furnish all labor and material for **PCB21-04-ITB-TURF CHEMICAL APPLICATION** bid specifications in complete accord with the described and reasonably intended requirements of the Request for Proposals to the satisfaction of the City, with a definite understanding that no additional money will be allowed. Contractors submitting bids must have all the applicable City, County, and State Licenses.

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

BIDDER certifies that it has thoroughly familiarized itself with and inspected the site and has read and is thoroughly familiar with the CONTRACT DOCUMENTS. Additional site investigation, if deemed necessary by the BIDDER, shall be performed prior to BID submittal at the BIDDER's sole expense. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide a fully operational and working system in accordance with the CONTRACT DOCUMENTS. Furthermore, BIDDER certifies its understanding that neither the OWNERPROJECT REPRESENTATIVE shall provide any labor, equipment, or materials of any kind, which may be required for the performance of the WORK, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor, and services necessary to complete the WORK in accordance with the CONTRACT DOCUMENTS whether or not such equipment, material, labor, or service is expressly identified. Such occurrences are deemed subsidiary obligations of the contract for which complete compensation is made under the Lump Sum. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

TURF CHEMICAL APPLICATION

Line items include all material and labor:

Approximate 7,200 lbs. Oxidiazon 2G - 2% AI on a 20/50 Biodac Carrier \$ \$9,289⁰⁰

Dry Spray Application of Oxidiazon to 72 acres at 100 pounds per acre \$ \$4,100⁰⁰

1800 lbs. Fipronil 0.1% granule applied to 72 Acres of turf. \$ \$10,656⁰⁰

Total Cost \$ \$24,044⁰⁰

CONTRACTOR:

By: SOUTHEASTERN TURF GUEST SUPPLY AS President Jonathan Wickham
Name of Business Name of Contractor Contract

Address
6942 Phillips Pky. Dr. N.
JACKSONVILLE FL
32256

Phone Number
904-260-8565
Date 3/17/2021

[END OF BID PROPOSAL FORM]

INSURANCE COI WILL BE PROVIDED UPON AWARD. COMPANY MEETS ALL INSURANCE REQUIREMENTS PER BID SPECIFICATIONS.

TURF CHEMICAL APPLICATION

MANDATORY REFERENCES

BIDDER submits the following three (3) references of completed projects of similar size and scope as follows:

1. Client: City of Parametrix, Bay Contact: JOE CRUELSON

Job Name: 26 & Fertil Application

Job Start Date: 2009 Job Completion Date: 2020

2. Client: TPC Golf Club Contact: LUCAS GLWA

Job Name: 26 & Fertil Application

Job Start Date: 2019 Job Completion Date: 2021

3. Client: The Bunker Golf Club Contact: MAX RUEL

Job Name: 26 & Fertil Application

Job Start Date: 2019 Job Completion Date: 2021

TURF CHEMICAL APPLICATION

DRUG FREE WORKPLACE
STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH
DRUG-FREE WORKPLACE PROGRAMS

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more BIDS which are equal with respect to price, quality and service are received by the OWNER for this PROJECT, a bid received from a BIDDER that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID a copy of the statement specified in paragraph (1).
4. In the statement specified in paragraph (1), notify the employees that, as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace not later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.


BIDDER SIGNATURE

[END OF DRUG-FREE WORKPLACE]

TURF CHEMICAL APPLICATION

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS AND
SUBMITTED WITH THE BID

1. This sworn statement is submitted to City of Panama City Beach
by JONATHAN WICKER AS IT'S President
For SOUTHEASTERN TURF GRASS Supply INC.
Whose business address is 6542 Phillips Pky. DR. N.
JACKSONVILLE FL 32256

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2143802
(if the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement): N/A

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that "affiliate" as defined in Section 287.133 (1)(a), Florida Statutes, means:

(a.) A predecessor or successor of a person convicted of a public entity crime, or

TURF CHEMICAL APPLICATION

(b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133 (1)(e), Florida Statute, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [indicate which statement applies.]

Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vendor list. [Attach a copy of the final order].

TURF CHEMICAL APPLICATION

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

TURF CHEMICAL APPLICATION

By: [Signature]

Print name: JONATHAN WICKER

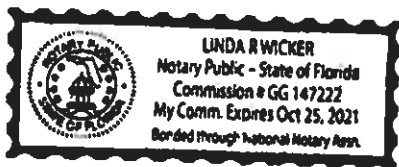
Its: President

Sworn to and subscribed before me this 17th day of March, 2021.

Personally known ✓ OR Produced identification _____

Notary Public- State of Florida

My commission expires _____



[Signature]
[printed, typed, or stamped
Commissioned Name of Notary Public]

[END OF PUBLIC ENTITY CRIMES]