RESOLUTION 20-147

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GRO PRO, LLC FOR CHEMICAL APPLICATION IN CITY PARKS IN AN AMOUNT NOT TO EXCEED $22,500.

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 Gro Pro, LLC, for Chemical Application in City Parks, in an amount not to exceed Twenty-Two Thousand, Five Hundred Dollars ($22,500.00), 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 13th day of August, 2020.

CITY OF PANAMA CITY BEACH

By: ______________
Mark Sheldon, Mayor

ATTEST:

Jo Smith, Interim City Clerk
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. **DEPARTMENT MAKING REQUEST/NAME:**
Parks and Recreation

2. **MEETING DATE:**
August 13, 2020

3. **REQUESTED MOTION/ACTION:**
Staff recommends approval of a contract with Gro Pro LLC not to exceed $22,500.00 for Chemical Application Services at City parks.

4. **AGENDA**
- Presentation
- Public Hearing
- Consent
- Regular

5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**
- Yes [ ] No [ ] N/A [ ]

   **BUDGET AMENDMENT OR N/A**

   **DETAILED BUDGET AMENDMENT ATTACHED**
   - Yes [ ] No [ ] N/A [ ]

6. **BACKGROUND: (WHY IS THE ACTION NECESSARY. WHAT GOAL WILL BE ACHIEVED)**

On July 27, 2020 Bids were accepted for the City Parks Chemical Application Services. We received one responsive bid from Gro Pro, LLC in the amount of $45.00 per hour up to 500 hours, for a grand total not to exceed $22,500.00.

Staff is pleased with the price of the hourly rate to assist our department in maintaining Popeye Park, Maggi Still Park, Scott Field Park, Aaron Bessant Park and Panama City Beach Library/Lyndell Conference Center. These services will assist us with chemical applications.

Gro Pro is a company we have used in the past and their service has been excellent. This service will begin October 1, 2020 and has been budgeted in the 2020-2021 Budget.

Staff is recommending approval.

City Manager, Finance Director and City Attorney approve to enter into a contract for services in the amount of $45.00 per hour not to exceed 500 hours for a total of $22,500.00 to Gro Pro LLC.
PROPOSAL FORM

TO: City of Panama City Beach, Florida


City Parks 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, to provide labor services within the City Parks 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. Payment for services will be monthly. Contractors submitting bids must have all the applicable City, County, and State Licenses.

ADDENDUM ACKNOWLEDGMENT: (Only if addendums have been provided). I, the undersigned bidder, hereby acknowledge receipt of the following addenda: Addendum No._ Addendum No._.

SUMMARY OF MATERIAL TO ACCOMPANY THIS BID FORM:

Note:
1. Bid Proposal Form
2. Complete, Executed Agreement (Exhibit C)

Bid prices shall be for 500 hours of labor to provide the services called for, and no further compensation will be allowed. We are estimating 500 hours, but services needed may be less than 500 hours, therefore contractor will be paid hourly. No travel time will be paid; only time spent on the actual job working will be payable.

500 hours estimated at an hourly rate of $ 45.00/HR OR $45.00 X 500 HR = $22,500.00

Note: 500 hours is an estimate. Contractor will be paid hourly for services up to 500 hours. This rate includes your own equipment, staffing, prep work, repairs, etc...

Lump Sum (12) Month Total Price for the Chemical Application: $ 1,875.00 X 12MTH = $22,500.00

Name of COMPANY: Gro Pro LLC

ADDRESS: 13104 Estes Place Suite B CITY: Panama City Beach STATE: FL ZIP: 32413

PHONE: 850-832-4152

EMAIL ADDRESS: jock@gropropcb.com

References: Please list 3 businesses that your company has provided similar services for:

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Address or Email</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Green Leaf Lawn Care</td>
<td>Lake Mental HQA</td>
<td><a href="mailto:josh@greenleafflawncare.net">josh@greenleafflawncare.net</a></td>
<td>850-596-0375</td>
</tr>
<tr>
<td>RCI</td>
<td>Aaron Bessant Park</td>
<td><a href="mailto:jhigdon@rotolahcconsultants.com">jhigdon@rotolahcconsultants.com</a></td>
<td>228-697-4024</td>
</tr>
<tr>
<td>PCB Parks and Rec</td>
<td>Scotts Field</td>
<td><a href="mailto:jhigdon@rotolahcconsultants.com">jhigdon@rotolahcconsultants.com</a></td>
<td>850-819-3035</td>
</tr>
</tbody>
</table>

SIGNATURE – (Confirming all information above is correct) Lorie J. Angelle Jr.

Print Name: Lorie J. Angelle Jr. and Title Owner Operator
EXHIBIT C
CITY PARKS
CHEMICAL APPLICATION

AGREEMENT

THIS AGREEMENT is made this 28th day of July, 2026 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and ________________, doing business as a _______________(an individual), or (a partnership), or (a corporation), having a business address of 104 Estes Place Suite B _______________ (hereinafter called "CONTRACTOR"), for the performance of the Work (as that term is defined below) in connection with the Chemical Application bid, in accordance with the Drawings and Specifications prepared by The City of Panama City Beach Parks and Recreation Department.

1. OWNER and CONTRACTOR, for the consideration herein set forth, agree as follows: 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 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 shall be deemed servants, employees, or agents of OWNER. No sub-contracting shall be permitted.

2. The CONTRACTOR will commence the Work required by Contract per the Bid Documents.
   i. Dates are as follows:
   ii. The 'WORK' is to begin October 1, 2020.
   iii. The 'WORK' is to end September 30, 2021.
   iv. This contract may be terminated by the City of Panama City Beach at any time with a thirty (30) day notice.
3. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of $22,500.00, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

4. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.

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

6. Contractor shall comply will all applicable federal, state, municipal, and local laws, and executive order, and all applicable rules, orders, regulations, and requirements of all governmental agencies, departments, or bureaus. Nothing contained herein shall prevent Contractor from contesting with the appropriate governmental body the validity of such law, rule, order, regulation, or requirement that Contractor has not complied therewith.

7. Contractor shall comply with all laws and regulations pertaining to Chemical Treatment on easements. The Contractor shall be held liable for any damage incurred to yards, gardens, vehicles, and other privately-owned property damaged as a result of over-spray or drift. The Contractor will also be responsible for damage incurred to areas not authorized to be treated with chemical application. Contractor is responsible for any liabilities associated with the damage of gates, fences and other properties adjacent to easements.

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:
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:

City Clerk

City Attorney (as to form only)

ATTEST:

OWNER:

CITY OF PANAMA CITY BEACH, FLORIDA

BY: ____________________________

NAME: _________________________

(City Manager)

TITLE: __________________________

CONTRACTOR:

BY: Gro Pro LLC

NAME: Lorie J. Argele Jr

(Please Type)

ADDRESS: 104 Estes Pl, Suite B

[END OF SECTION 00050]
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acentria Insurance - Panama City
306 E 19th-St
Panama City FL 32405

INSURED
Gcro Pro LLC
104 Estes Place, Suite B
Panama City Beach FL 32413

CONTACT
NAME: Lisa Frederickson
PHONE: 850-257-2984
FAX: 850-257-2991
EMAIL: lisa.frederickson@acentria.com

LICENSED:
L1000650
GROPL01

INSURER A: Southern-Owners Insurance Company
32700

INSURER B: Owners Insurance Company
32700

CERTIFICATE NUMBER: 1536153831
REVISION NUMBER: 

<table>
<thead>
<tr>
<th>UNIT</th>
<th>TYPE OF INSURANCE</th>
<th>LOC/INURED ORGANIZATION</th>
<th>POLICY NUMBER</th>
<th>POLICY ISSUED DATE</th>
<th>EXPIRATION DATE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>X OCCUR</td>
<td>78089868</td>
<td>2/28/2020</td>
<td>2/28/2021</td>
<td>EACH OCCURRENCE: $1,000,000</td>
</tr>
<tr>
<td></td>
<td>IMPORTANT: LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>GEN. AGGREGATE LIMIT APPLIES PER POLICY: X PROJECTED LOC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OTHER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>N/A</td>
<td>5108986800</td>
<td>2/28/2020</td>
<td>2/28/2021</td>
<td>COMBINED SINGLE LIMIT (Ex aggregate): $1,000,000</td>
</tr>
<tr>
<td></td>
<td>IMPORTANT: LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>EXCEEDS LAB OCCUR CLAIMS-MADE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OCCUR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SCHEDULED AUTOS ONLY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>NON-OWNED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PROPERTY DAMAGE (Per accident)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MEDICAL (Per person)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PERSONAL &amp; ADJURY (Per person)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>EACH OCCURRENCE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>AGGREGATE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>N/A</td>
<td>78251540</td>
<td>2/28/2020</td>
<td>2/28/2021</td>
<td>E L EACH ACCIDENT: $1,000,000</td>
</tr>
<tr>
<td></td>
<td>IMPORTANT: LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>EXCLUSIONS AND CONDITION</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CERTIFICATE HOLDER
City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach FL 32413

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

©1986-2015 ACORD CORPORATION. All rights reserved.
CITY of PANAMA CITY BEACH

19622

Issue Date: 03/06/2020
Expiration Date: 2/28/2021 12:00:00AM
Business Name: GRO PRO LLC
Business Address: 104 ESTES PLACE SUITE B PANAMA CITY BEACH FL 32413
Mailing Address: 104 ESTES PLACE SUITE B PANAMA CITY BEACH FL 32413
Description: Contractor Specialty - Landscaping

POST THIS REGISTRATION IN A CONSPICUOUS PLACE IN YOUR BUSINESS LOCATION. NOT TRANSFERABLE FROM LOCATION SHOWN ABOVE.

Mary Jan Bossert,
City Clerk
State of Florida
Department of State

I certify from the records of this office that GRO PRO, LLC is a limited liability company organized under the laws of the State of Florida, filed on December 27, 2016.

The document number of this limited liability company is L16000232184.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on July 6, 2020, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of July, 2020

[Signature]
Secretary of State

Tracking Number: 0951373235CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication
CERTIFIED PEST CONTROL OPERATOR

Flower of Florida and Pest Control
Department of Agriculture and Consumer Services

State of Florida

LORIE J ANGELE JR

Number: 3F217891

This is to certify that the individual named above is a Certified Pest Control Operator and is privileged to practice in the State of Florida.

In conformity with the Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

CERTIFIED PEST CONTROL OPERATOR

Department of Agriculture and Consumer Services

State of Florida

Commissioner of Agriculture

Adam H. Putnam
CERTIFICATE OF GENERAL LIABILITY INSURANCE PERTAINING TO PEST CONTROL BUSINESS LICENSE

Insured:
(Pest Control Business)

Gro Pro LLC

104 Estes Place Suite B
Panama City Beach Florida 32413

Policy Number
7808698

Policy Effective Date
2/28/20

Policy Expiration Date
2/28/21

PRODUCER:
(Insurance Agent)

Acentria Insurance

1007 Jenks Avenue

Panama City Florida 32401

Insurance Company(ies) Affording Coverage:

Company Name

Company (Letter A - below)

Company (Letter B - below)

A. Chapter 482.071(4), Florida Statutes, states, in part, that each person making application for a pest control business license or renewal thereof must furnish to the department a certificate of insurance that meets the requirements for minimum financial responsibility for bodily injury and property damage consisting of:

- Bodily injury: $250,000 each person and $500,000 each occurrence; and
- Property damage: $250,000 each occurrence and $500,000 in the aggregate; or
- Combined single-limit coverage: $500,000 in the aggregate.

The insured firm's coverage meets or exceeds the minimum statutory requirements as stated in "A" above:

Kevin Heath
Authorized Insurance Representative Signature

B. Does the insured have insurance for performing wood-destroying organism inspections in the form of errors and omissions (professional liability) coverage in an amount no less than $500,000 in the aggregate and $250,000 per occurrence?

x

Yes

No

Kevin Heath
Authorized Insurance Representative Signature

CERTIFICATE HOLDER

Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
3125 Conner Blvd, Bldg 8
Tallahassee, FL 32399-1650
(850) 617-7997 FAX: (850) 617-7967
STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Registration Number: 0002000

Issue Date: February 19, 2020

The firm named below has been registered under the provisions of Chapter 845, Florida Statutes, and is hereby licensed to do business in the State of Florida.

Firm Name: GRO FINE CO.
Address: 10615 E. PINE AVE., SUITE 10
PANAMA CITY, FL. 32407

Initial Term Expires: March 31, 2021

License Expiration Date: March 31, 2021

Licensor: 33433

Licence Issuer: 33433

Issued to:

GRO FINE CO.
10615 E. PINE AVE., SUITE 10
PANAMA CITY, FL. 32407

License No. 0002000

Issued by:

State of Florida
Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement