City of Palm Coast, Florida
Agenda Item

Agenda Date: October 20, 2026 **Agenda Item:** G.7

Department	PUBLIC WORKS	**Amount**	OVER $100K
Division	STREETS MAINTENANCE	**Org/Account #**	10015011-052000

Subject: RESOLUTION 2026-XX APPROVING MASTER PRICE AGREEMENTS WITH FLAGLER POWER EQUIPMENT AND FLEET KLEEN, INC., (DBA ST. JOHNS SALES & SERVICE) FOR MOWER PARTS AND HANDHELD OUTDOOR EQUIPMENT

Presenter: **Matthew Mancill, Director of Public Works**

Attachments:

1. Resolution
2. Master Price Agreements (2)
3. Notice of Intent to Award
4. Project Overview

Background:
Council Priority:
D. Sustainable Environment & Infrastructure

In accordance with the City's Purchasing Policy, City staff advertised and solicited bid ITB-PW-26-67. Two bids were received and found to be responsive and responsible. Therefore, City staff recommends entering into price agreements with both Flagler Power Equipment and Fleet Kleen (DBA St. Johns Sales and Service) for the purchase of mower parts and handheld outdoor equipment. In support of this recommendation, the notice of intent to award and project bid overview is attached. The agreement allows for the purchase of these items that are required for the day-to-day maintenance of the City's equipment, and landscape, on an as needed basis.

Source of Funds Worksheet
Original Budget: $198,000.00
Total Expended/Encumbered to Date: $79,775.97
Pending Work Orders.Contracts: $0.00
Current (WO/Contract): $40,000.00
Balance: $78,224.03

Recommended Action:
RESOLUTION 2026-XX APPROVING MASTER PRICE AGREEMENTS WITH FLAGLER POWER EQUIPMENT AND FLEET KLEEN, INC., (DBA ST. JOHNS SALES & SERVICE) FOR MOWER PARTS AND HANDHELD OUTDOOR EQUIPMENT

RESOLUTION 2026-___
MOWER PARTS AND HANDHELD OUTDOOR EQUIPMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING MASTER PRICE AGREEMENTS WITH FLAGLER POWER EQUIPMENT AND FLEET KLEEN, INC., (DBA ST. JOHNS SALES & SERVICE) FOR MOWER PARTS AND HANDHELD OUTDOOR EQUIPMENT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO NEGOTIATE, FINALIZE AND EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR FUTURE AMENDMENTS, PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Flagler Power Equipment and Fleet Kleen, Inc., (DBA St. Johns Sales & Service) desire to provide various mower parts and handheld outdoor equipment to the City of Palm Coast on an as-needed basis; and

WHEREAS, the City Council of the City of Palm Coast desires to approve a Master Price Agreement to purchase the above-mentioned materials on an as-needed basis.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Master Price Agreements with Flagler Power Equipment and Fleet Kleen Inc. for the purchase of the above referenced items, as attached hereto and incorporated herein by reference as Exhibit "A" and Exhibit "B."

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE. The City Manager, or designee, is hereby authorized to negotiate, finalize, and execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendments for changes totaling less than $100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachments:
Exhibit “A” MPA with Flagler Power Equipment
Exhibit “B” MPA with Fleet Kleen Inc. (DBA St. Johns Sales & Service)

MASTER PRICE AGREEMENT

THIS MASTER PRICE AGREEMENT ("Agreement") made and entered into this _____ day of _____, 20 __ ("Effective Date"), between FLAGLER POWER EQUIPMENT whose primary place of business is 20 Enterprise Drive, Bunnell, Florida 32110 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY").

WITNESSETH:

WHEREAS, CITY desires to procure certain goods ("Goods") as set forth in Exhibit "A" Product/Price List, attached hereto and made a part hereof, from time to time from a competent and qualified supplier and has conducted a formal Invitation to Bid #ITB-PW-26-67 entitled Mower Parts & Handheld Outdoor Equipment ("ITB") requesting bids/quotes for the Goods; and

WHEREAS, SUPPLIER is competent and qualified to provide the Goods to CITY and desires to provide said Goods to CITY at the firm prices established herein and in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CITY and SUPPLIER agree as follows:

1. PURCHASE ORDERS. During the term of this Agreement and solely upon receipt of authorizations for delivery in the form of written purchase orders ("Purchase Orders"), executed by CITY and signed by SUPPLIER, SUPPLIER shall furnish and deliver those Goods as specified in the Purchase Order and in accordance with the quantities and date or dates for delivery set forth in the Purchase Order. Each Purchase Order shall describe the Goods and related services, if any, as well as the quantities, date or dates for delivery and the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement regardless of their text. This Agreement standing alone does not authorize purchase or delivery of Goods or require CITY to place any orders. No claim for Goods furnished by the SUPPLIER not specifically provided for herein or not ordered by CITY shall be honored by CITY. CITY makes no promise that CITY will issue a Purchase Order to SUPPLIER, or as to the number of Purchase Orders during the life of this Agreement. CITY reserves the right to contract with other parties for the goods contemplated by this Agreement when it is determined by CITY to be in the best interest of CITY to do so. Whenever the terms of this Agremeent conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

2. DELIVERY- Time is of the essence in the performance of this Agreement. SUPPLIER will arrange each delivery by a carrier chosen by SUPPLIER, and delivery shall be completed in accordance with the date or dates set forth in the Purchase Order. Terms of shipping are F.O.B. Destination Freight Prepaid. Title and risk of loss shall pass when items have been received, inspected and accepted by City. All associated shipping, insurance and other related costs shall be borne by SUPPLIER. Extra charges for any purpose will not be allowed unless explicitly indicated on the Purchase Order. CITY reserves the right to conduct any inspection or investigation to verify compliance of the Goods and related services with the requirements of this Agreement and to reject any delivery not in compliance, and if the deficiency is not visible at the time of delivery, to take and/or require appropriate corrective action.

3. COMPENSATION.

A. Pricing. Pricing for the Goods set forth in any Purchase Oder issued hereunder shall be in accordance with the rates, fees and discounts set forth in Exhibit A, Product/Price List.

B. Invoicing. Upon satisfactory delivery of the Goods required hereunder and, upon acceptance by the CITY, SUPPLIER may invoice the CITY for the amount of compensation provided for under the terms of this Agreement less any amount already paid by the CITY. SUPPLIER shall invoice CITY the amount due based on the Goods provided under the Purchase Order; but, in no event, shall the invoice amount exceed the amounts actually provided. Each Purchase Order shall be invoiced separately. SUPPLIER shall render to CITY, at the close of each calendar month, an itemized invoice properly dated, describing any Goods provided, the cost of the Goods, the name and address of SUPPLIER, the purchase order number, Agreement number (if applicable) and all other information required by this Agreement.The original invoice shall be emailed to ap@palmcoastgov.com.

C. Payment Terms. Payment shall be made after review and approval by CITY under the Prompt Payment Act., Fla. Stat. 218.70. Payments shall be made by CITY to SUPPLIER not more than once monthly.

D. Taxes. Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

4. TERM AND TERMINATION.

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of one (1) year. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Purchase Orders shall remain in effect until delivery and acceptance of the goods authorized by the Purchase Order as well as during periods of warranty and guarantee.

B. Time-Only Extension for Re-Socilitation. In addition to the renewal options above, the City may, at its sole discretion, extend the Agreement for time only for the limited purpose of allowing continuity of services while the City completes a re-solictation, award, and transition for these services.

- This extension shall be non-material;
- Shall not exceed ninety (90) days in total
- This extension shall be a one-time extension that shall not be extended past ninety (90) days; and
- Shall invole no modification to pricing, scope of services, or any other material terms of the Agreement.

The Contractor shall continue performance at the existing contract rates and terms during any such time-only extension.

C. Termination.

i. Termination Without Cause. CITY may terminate this Agreement or any Purchase Order in whole or in part for convenience upon written notice to SUPPLIER sent at least fourteen (14) calendar days prior to the delivery date specified. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. CITY shall have no liability to SUPPLIER beyond payment of any balance owing for Goods purchased and already delivered to and accepted by CITY prior to SUPPLIER'S receipt of the notice of termination.

ii. Termination For Cause. City may terminate this Agreement or any Purchase Order in whole or in part at any time for default by written notice to SUPPLIER. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. In the event of a breach by SUPPLIER, including failure to make available or to deliver the Goods in the time and or manner provided for in this Agreement or a Purchase Order, CITY reserves the right to purchase substitutions and to charge SUPPLIER for any loss incurred. If this Agreement or any Purchase Order is terminated by CITY for SUPPLIER'S default, then SUPPLIER will be liable for all incidental and consequential damages resulting from SUPPLIER'S breach, including all damages provided in the Uniform Commercial Code (UCC). In the event SUPPLIER is adjudged by a court to be in default, SUPPLIER will pay to CITY all costs and expenses incurred by CITY in connection with the suit, including reasonable attorney's fees.

5. INDEMNIFICATION AND INSURANCE.

A. Indemnification/Sovereign Immunity.

i. SUPPLIER shall indemnify, hold harmless and defend CITY: (1) from any liabilities, damages, losses and costs, including but not limited to, reasonable attorneys fees arising from any claim or action based on any acts or omissions of SUPPLIER, its employees, servants, agents or subcontractors in completing the work under this Agreement; (2) with respect to any and all claims, suits, actions, and proceedings of actual or alleged infringements of any letter, Patent, Industrial Design right, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Goods delivered hereunder. CITY reserves its rights to be represented in any such action by its own counsel at its own expense.

ii. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein. In addition, in claims against any person or entity indemnified under this Section by an employee of SUPPLIER or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for SUPPLIER or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

iii. City expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

B. Insurance. The SUPPLIER shall at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requiremenst, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.

B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section..

C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder, or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment, whichever is later. CITY or CITY'S authorized representative may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement, and SUPPLIER shall make such materials available at the SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY.

9. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, Fl., if in federal court.

10. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes, including but not limited to nondiscrimination, immigration and ethics laws. Violation of this section is grounds for debarment and termination of this Agreement.

11. SCRUTINIZED COMPANIES. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

12. CONTRACTOR PREFERENCE. Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

a. The Contractor's political opinions, speech, or affiliations;
b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
c. The Contractor's lawful ownership of a firearm;
d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or

human trafficking;
g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

13. CONTRACT DOCUMENTS. The ITB and all submissions prepared by SUPPLIER in response to the ITB are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

14. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

15. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. Any amendments to this Agreement must be in writing signed by both parties. In the event of a conflict between this Agreement and a Purchase Order or any other writing, this Agreement controls over such inconsistent or additional terms.

16. E-VERIFY REGISTRATION AND USE. Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
B. All persons (including subvendors/subsconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verity System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

17. INDEPENDENT CONTRACTOR. The relationship of the parties established by this Agreement and all Purchase Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any

manner, whatsoever. Persons employed by the SUPPLIER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. NOTICES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:
The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR SUPPLIER:
John G. Reynolds, Owner
Flagler Power Equipment
20 Enterprise Drive
Bunnell, FL 32110

19. PUBLIC RECORDS LAW. The parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally makes public all records or other writings made or received by the parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

1. Keep and maintain all public records required by CITY to perform the services herein; and
2. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
4. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of the SUPPLIER or keep and maintain public records required by CITY to perform the services herein. If the SUPPLIER transfers all public records to CITY upon completion of the Agreement, the SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUPPLIER keeps and maintains public records upon completion of the Agreement, the SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, the SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the SUPPLIER'S failure to comply with these requirements.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, CITYCLERK@PALMCOASTGOV.COM, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

20. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the services of any subcontractors or other professional associates in connection with performance of this Agreement or any Purchase Order , SUPPLIER must first secure CITY'S prior express written approval. If subcontractors or other professional associates are required, SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates.

21. **UCC.** In addition to any rights or remedies contained in this Purchase Order, each party shall have rights, duties, and remedies available through the Uniform Commercial Code.

22. **WARRANTY.** SUPPLIER warrants that all Goods supplied are new, of good quality, and free from defects in title, workmanship, material, and in design, and are in full compliance with the specifications.In addition, SUPPLIER warrants that all work or services, if any, shall be performed in a good and competent workmanlike manner. The Goods and services hereunder are covered by the most favorable commercial warranties given any customer for such Goods and/or services, and the rights and remedies provided therein are in addition to and do not limit those available to CITY by any other clause of this Agreement. A copy of this warranty and all applicable manufacturer's warranties shall be furnished with the delivery of the Goods and, services if any. The equipment manufacturer's warranty must apply at a minimum, and must be honored by SUPPLIER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

By:_____

Print Name: Michael McGlothlin

Title: City Manager

Date:_____

FLAGLER POWER EQUIPMENT

By:_____
Authorized Signatory

Print: _____

Title:_____

Date: _____

Exhibits:
A: Product/Price List
B: Insurance Requirements

Exhibit A
PRODUCT/PRICE LIST

(See attached)

Price Schedule

ITB-PW-26-67 Price Agreement for Mower Parts

This bid will be grouped by manufacturer. Each line item in a grouping **MUST** be bid in order for the grouping to be considered. Not every grouping needs to be bid, but vendors may bid every grouping if they so desire. Only these parts will be considered **(the City will not consider "Equal or Better" parts)**. Estimated quantities are for bidding purposes only and do not guarantee the actual quantities that will be purchased as a result of this bid. **NOTE: A**

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
Stihl	0000 350 6202	Fuel Pump	10	$0.00	0.00%	$0.00	$0.00
Stihl	1123 640 2074	Chain Sprocket 325 7T	10	$0.00	0.00%	$0.00	$0.00
Stihl	1137 120 1600	Air Filter	10	$0.00	0.00%	$0.00	$0.00
Stihl	3003 008 6821	20" 325 1.6 MM Bar	20	$0.00	0.00%	$0.00	$0.00
Stihl	3005 008 4717	325 063 18 Rollomati	20	$0.00	0.00%	$0.00	$0.00
Stihl	3613 005 0055	63PM 55	100	$0.00	0.00%	$0.00	$0.00
Stihl	3623 005 0084	33RS 84 Aggressive	100	$0.00	0.00%	$0.00	$0.00
Stihl	3636 005 0050	63 PM3 50	100	$0.00	0.00%	$0.00	$0.00
Stihl	3639 005 0068	26RS 68	100	$0.00	0.00%	$0.00	$0.00
Stihl	3639 005 0081	26 RS 81 Aggressive	50	$0.00	0.00%	$0.00	$0.00
Stihl	3639 005 0081	26RS 81	50	$0.00	0.00%	$0.00	$0.00
Stihl	3689 005 0068	26RM3 68	50	$0.00	0.00%	$0.00	$0.00
Stihl	4002 710 2189	Stihl Poly Cut Head	6	$0.00	0.00%	$0.00	$0.00
Stihl	4002 710 2189	Polycut 20 3	10	$0.00	0.00%	$0.00	$0.00
Stihl	4128 160 2001	Clutch Assembly	20	$0.00	0.00%	$0.00	$0.00
Stihl	4134 190 0601	Rewind Spring	6	$0.00	0.00%	$0.00	$0.00
Stihl	4137 182 1001	Throttle Trigger	10	$0.00	0.00%	$0.00	$0.00
Stihl	4137 640 0100	Gearhead	6	$0.00	0.00%	$0.00	$0.00
Stihl	414 0200 0332	FS KM Line Attachment	10	$0.00	0.00%	$0.00	$0.00
Stihl	4147 120 0605	Carburetor	7	$0.00	0.00%	$0.00	$0.00
Stihl	4147 710 7122	Drive Tube Assembly	10	$0.00	0.00%	$0.00	$0.00
Stihl	4147 711 3201	Drive Shaft	10	$0.00	0.00%	$0.00	$0.00
Stihl	4180 120 0611	Carburetor FS90/100/1	8	$0.00	0.00%	$0.00	$0.00
Stihl	4229 120 1800	Air Filter	40	$0.00	0.00%	$0.00	$0.00
Stihl	4230 740 5005	HLKM Hedgetrimmer Attachment	6	$0.00	0.00%	$0.00	$0.00
Stihl	4237 120 1800	Filter	10	$0.00	0.00%	$0.00	$0.00
Stihl	4282 120 0607	Carburetor C1Q S184	14	$0.00	0.00%	$0.00	$0.00
Stihl	4282 701 1800	Backplate	8	$0.00	0.00%	$0.00	$0.00
Stihl	FS240R	TRIMMER	2	$0.00	0.00%	$0.00	$0.00
Stihl	BR700	BACKPACK BLOWER	2	$0.00	0.00%	$0.00	$0.00
Stihl	BR800X	MAGNUM BACKPACK BLOWER	2	$0.00	0.00%	$0.00	$0.00
Stihl	HT250	POLE PRUNER	2	$0.00	0.00%	$0.00	$0.00
Stihl	FC91	EDGER	2	$0.00	0.00%	$0.00	$0.00
Stihl	BG86CE	HANDHELD BLOWER	2	$0.00	0.00%	$0.00	$0.00
Stihl	MS201TCM	CHAIN SAW	2	$0.00	0.00%	$0.00	$0.00
Stihl	FS131R	TRIMMER	2	$0.00	0.00%	$0.00	$0.00
Stihl	HL91K	HEDGE TRIMMER	2	$0.00	0.00%	$0.00	$0.00
Stihl	FS94R	TRIMMER	2	$0.00	0.00%	$0.00	$0.00
Stihl	MS291	CHAIN SAW	2	$0.00	0.00%	$0.00	$0.00
Stihl	MS251	CHAIN SAW	2	$0.00	0.00%	$0.00	$0.00
Stihl	MS250	CHAIN SAW	2	$0.00	0.00%	$0.00	$0.00
Stihl	HT132	POLE PRUNER	2	$0.00	0.00%	$0.00	$0.00
Stihl	HT131	POLE PRUNER	2	$0.00	0.00%	$0.00	$0.00
Stihl	HT94K	HEDGE TRIMMER	2	$0.00	0.00%	$0.00	$0.00
Stihl	MS194T	CHAIN SAW	2	$0.00	0.00%	$0.00	$0.00
							$0.00

Lastec	029889	Nylon Washer	200	$9.00	25.00%	$6.75	$1,350.00
Lastec	042898	Spacer-Yoke	80	$4.51	25.00%	$3.38	$270.40
Lastec	043245	Shaft, Center Blade Spindle	20	$139.06	25.00%	$104.30	$2,086.00
Lastec	045296	Pulley 5" OD Idler, Flat	10	$40.13	25.00%	$30.10	$301.00
Lastec	048898	Anti Scalp Disc	21	$25.46	25.00%	$19.10	$401.10
Lastec	054560	041864 Hub Kit	23	$95.05	25.00%	$71.29	$1,639.67
Lastec	062115	Bushing	77	$5.86	25.00%	$4.40	$338.80
Lastec	062135	Tire Rim Assembly	100	$86.05	25.00%	$64.54	$6,454.00
Lastec	063243	Bushing Kit	32	$19.06	25.00%	$14.30	$457.60
Lastec	F05011-89	Blade Washer	130	$2.40	25.00%	$1.80	$234.00
Lastec	P103	P08066 Bearing	22	$19.20	25.00%	$14.40	$316.80
Lastec	P109	Bushing	68	$4.18	25.00%	$3.14	$213.52
Lastec	P11035	Bearing	70	$19.56	25.00%	$14.67	$1,026.90
							$15,089.79

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
Gravely	00181711	Belt, HB 131.00 EL AMD	1	$113.69	35.00%	$73.26	$73.26
Gravely	03790000	Slinger-Bearing	1	$11.81	27.00%	$8.53	$8.53
Gravely	06441100	Washer-FL-STL .5	1	$3.90	50.00%	$1.95	$1.95
Gravely	817-711C	Belt Cover	1	$194.94	20.00%	$155.95	$155.95
Gravely	820-320C	Heat Shield - Bed Front	1	$24.75	20.00%	$19.25	$19.25
							$258.94

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
Scag	484195	Grease Cap	12	$4.76	20.00%	$3.81	$45.72
Scag	04021-20	Nut, 1.0 14 UNS JAM E	6	$6.64	20.00%	$5.31	$31.86
Scag	483966	Cutter Deck Belt	20	$104.34	20.00%	$83.47	$1,669.40
Scag	425209	Reinf, Bearing	2	$10.02	20.00%	$8.02	$16.04
Scag	461661	Electic Clutch	2	$517.84	20.00%	$414.27	$828.54
							$2,591.56

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
J.D.	63607	Bolt Kit	4	$0.00	0.00%	$0.00	$0.00
J.D.	342009	Bearing, 1 1/2"	1	$0.00	0.00%	$0.00	$0.00
J.D.	940103	Bearing, Pb Sd	1	$0.00	0.00%	$0.00	$0.00
J.D.	3161212	Plow Bolt	12	$0.00	0.00%	$0.00	$0.00
J.D.	50054451	Front SK	1	$0.00	0.00%	$0.00	$0.00
J.D.	50054452	Rear SKI	1	$0.00	0.00%	$0.00	$0.00
J.D.	50054453	Front SK	1	$0.00	0.00%	$0.00	$0.00
J.D.	50054454	Rear SKI	1	$0.00	0.00%	$0.00	$0.00
J.D.	50054545	Blade	4	$0.00	0.00%	$0.00	$0.00
J.D.	50054546	Blade	2	$0.00	0.00%	$0.00	$0.00
J.D.	500776631	BDD, 22.25""Para	8	$0.00	0.00%	$0.00	$0.00
J.D.	19M7179	Cap Scew	3	$0.00	0.00%	$0.00	$0.00
J.D.	19M7797	Screw	1	$0.00	0.00%	$0.00	$0.00
J.D.	19M7807	Screw	7	$0.00	0.00%	$0.00	$0.00
J.D.	19M7863	Screw	1	$0.00	0.00%	$0.00	$0.00
J.D.	37M7458	Screw	1	$0.00	0.00%	$0.00	$0.00
J.D.	37M7475	Screw	1	$0.00	0.00%	$0.00	$0.00
J.D.	AL36529	Switch	1	$0.00	0.00%	$0.00	$0.00
J.D.	AM118802	Switch	4	$0.00	0.00%	$0.00	$0.00
J.D.	AM123508	Filler Cap	1	$0.00	0.00%	$0.00	$0.00
J.D.	AM125824	Switch	1	$0.00	0.00%	$0.00	$0.00
J.D.	AM131841	Key Key	12	$0.00	0.00%	$0.00	$0.00
J.D.	AM136612	Fuel Pump	1	$0.00	0.00%	$0.00	$0.00
J.D.	AM137565	Fender	2	$0.00	0.00%	$0.00	$0.00
J.D.	AM138587	Push Pull Cable	1	$0.00	0.00%	$0.00	$0.00
J.D.	AM141529	Boot Kit	1	$0.00	0.00%	$0.00	$0.00
J.D.	AM148260	Cable	6	$0.00	0.00%	$0.00	$0.00
J.D.	AM878297	Solenoid	1	$0.00	0.00%	$0.00	$0.00
J.D.	AT264419	O-Ring	1	$0.00	0.00%	$0.00	$0.00
J.D.	CRRE545572	Core Charge	1	$0.00	0.00%	$0.00	$0.00
J.D.	JD7692	Ball Bearing	1	$0.00	0.00%	$0.00	$0.00

J.D.	LVA19221	Seat	2	$0.00	0.00%	$0.00	$0.00
J.D.	LVU800991	Seal	1	$0.00	0.00%	$0.00	$0.00
J.D.	M134332	Pin Fastner	1	$0.00	0.00%	$0.00	$0.00
J.D.	M134332	Snap Ring	1	$0.00	0.00%	$0.00	$0.00
J.D.	M146683	Spring	2	$0.00	0.00%	$0.00	$0.00
J.D.	M149638	Bushing	2	$0.00	0.00%	$0.00	$0.00
J.D.	M153764	Fender	1	$0.00	0.00%	$0.00	$0.00
J.D.	M155037	Synchronous Belt	2	$0.00	0.00%	$0.00	$0.00
J.D.	M156455	Grommet	1	$0.00	0.00%	$0.00	$0.00
J.D.	M158994	Gearshift Level	1	$0.00	0.00%	$0.00	$0.00
J.D.	M161799	Fuel Filter	1	$0.00	0.00%	$0.00	$0.00
J.D.	M162003	Nut	12	$0.00	0.00%	$0.00	$0.00
J.D.	M165168	Bar	2	$0.00	0.00%	$0.00	$0.00
J.D.	M168149	Seal	1	$0.00	0.00%	$0.00	$0.00
J.D.	M169164	Wheel Bolt	12	$0.00	0.00%	$0.00	$0.00
J.D.	M170531	Torsion Spring	1	$0.00	0.00%	$0.00	$0.00
J.D.	M172473	Belt	2	$0.00	0.00%	$0.00	$0.00
J.D.	M176218	Lever	1	$0.00	0.00%	$0.00	$0.00
J.D.	M177136	Lever	1	$0.00	0.00%	$0.00	$0.00
J.D.	M805834	Gasket	1	$0.00	0.00%	$0.00	$0.00
J.D.	M805835	Gasket	1	$0.00	0.00%	$0.00	$0.00
J.D.	M807519	Gasket	1	$0.00	0.00%	$0.00	$0.00
J.D.	M809526	Switch	1	$0.00	0.00%	$0.00	$0.00
J.D.	M809668	Assembly	1	$0.00	0.00%	$0.00	$0.00
J.D.	M809866	Seal	1	$0.00	0.00%	$0.00	$0.00
J.D.	M811034	Thermostat	1	$0.00	0.00%	$0.00	$0.00
J.D.	M812137	Gasket	1	$0.00	0.00%	$0.00	$0.00
J.D.	M85516	Lock Nut	3	$0.00	0.00%	$0.00	$0.00
J.D.	MIA880695	Water Pump	1	$0.00	0.00%	$0.00	$0.00
J.D.	MIU14343	Voltage Regulator	2	$0.00	0.00%	$0.00	$0.00
J.D.	MIU802421	Filter Element	12	$0.00	0.00%	$0.00	$0.00
J.D.	R528333	V-Belt	1	$0.00	0.00%	$0.00	$0.00
J.D.	R533334	Gasket	1	$0.00	0.00%	$0.00	$0.00
J.D.	RE195491	Air Filter	2	$0.00	0.00%	$0.00	$0.00
J.D.	RE198488	Air Filter	2	$0.00	0.00%	$0.00	$0.00
J.D.	RE253519	Filter Element	1	$0.00	0.00%	$0.00	$0.00
J.D.	RE504836	Oil Filter	1	$0.00	0.00%	$0.00	$0.00
J.D.	RE526915	Thermostat	1	$0.00	0.00%	$0.00	$0.00
J.D.	RE545572	Water Pump	1	$0.00	0.00%	$0.00	$0.00
J.D.	RE55107	Filter Element	1	$0.00	0.00%	$0.00	$0.00
J.D.	RE55108	Filter Element	1	$0.00	0.00%	$0.00	$0.00
J.D.	SJ11792	Hydraulic Filter	1	$0.00	0.00%	$0.00	$0.00
J.D.	SU20768	Air Filter	1	$0.00	0.00%	$0.00	$0.00
J.D.	T150016	Spacer	1	$0.00	0.00%	$0.00	$0.00
J.D.	TCA12032	Push Pull Cable	2	$0.00	0.00%	$0.00	$0.00
J.D.	TCA12080	Universal Joint	2	$0.00	0.00%	$0.00	$0.00
J.D.	TCA14413	Isolater	2	$0.00	0.00%	$0.00	$0.00
J.D.	TCA14765	Tank	1	$0.00	0.00%	$0.00	$0.00
J.D.	TCA24042	Exhaust Pipe	1	$0.00	0.00%	$0.00	$0.00
J.D.	TCU15371	Bulb	20	$0.00	0.00%	$0.00	$0.00
J.D.	TCU15372	Grommet	6	$0.00	0.00%	$0.00	$0.00
J.D.	TCU17053	Plate	1	$0.00	0.00%	$0.00	$0.00
JD	MIU803127	FUEL FILTER	60	$0.00	0.00%	$0.00	$0.00
							$0.00

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
Toro	117-0390	Hydro Filter	6	$0.00	0.00%	$0.00	$0.00
Toro	109-8076	Idler Pulley	2	$0.00	0.00%	$0.00	$0.00
Toro	117-2221	Ignition Switch	2	$0.00	0.00%	$0.00	$0.00
Toro	116-0124	Pto Switch	4	$0.00	0.00%	$0.00	$0.00
Toro	116-1620	Clutch	1	$0.00	0.00%	$0.00	$0.00
Toro	114-5430	ROLLER REBUILT KIT	12	$0.00	0.00%	$0.00	$0.00
Toro	108-4022	SHAFT	6	$0.00	0.00%	$0.00	$0.00
Toro	108-4023	SHAFT	6	$0.00	0.00%	$0.00	$0.00
Toro	117-5100	SHAFT	6	$0.00	0.00%	$0.00	$0.00
Toro	29-4820	ROLLER	12	$0.00	0.00%	$0.00	$0.00

Toro	68-6840	ROLLER	10	$0.00	0.00%	$0.00	$0.00
Toro	109-8076	PULLEY	10	$0.00	0.00%	$0.00	$0.00
Toro	104-3554	SPINDLE	6	$0.00	0.00%	$0.00	$0.00
Toro	132-9421	PULLEY	10	$0.00	0.00%	$0.00	$0.00
Toro	68-6710	ROLLER	12	$0.00	0.00%	$0.00	$0.00
Toro	130-2736-01	FORK-CASTER	6	$0.00	0.00%	$0.00	$0.00
							$0.00

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
Exmark	116-9981	Anti-Scalp Roller	4	$62.49	25.00%	$46.51	$186.04
Exmark	116-4667	126-7685 Idler Pulley	2	$74.99	25.00%	$54.99	$109.98
Exmark	116-4665	126-9187 Idler Pulley	2	$69.99	25.00%	$52.69	$105.38
Exmark	116-3344	Spindle Housing	1	$188.74	25.00%	$138.40	$138.40
Exmark	116-1620	Clutch	1	$429.99	25.00%	$315.32	$315.32
							$855.12

Exhibit B
INSURANCE REQUIREMENTS

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. The Certificate of Insurance shall provide that the CITY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by the CITY or the CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of the SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

1.2. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.3. Until such time as the insurance is no longer required to be maintained by the SUPPLIER, the SUPPLIER shall provide the CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by the CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

1.4. Neither approval by the CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve the SUPPLIER of the SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of the SUPPLIER to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

2.2. In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

2.3. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the SUPPLIER shall, as soon as the SUPPLIER has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to the CITY the SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE.

3.1. Without limiting any of the other obligations or liability of the SUPPLIER, the SUPPLIER shall, at the SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.1.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.1.3. Business Auto Policy.

The SUPPLIER'S insurance shall cover the SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by the SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful bidder awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Bidder shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

FLAGLER POWER EQUIPMENT
Name of Bidder

JOHN REYNOLDS - OWNER
Name and Titles of Authorized Representative(s)

Signature(s)

9/6/26
Printed Date

FLAGLER POWER EQUIPMENT

September 6, 2026

I certify that Flagler Power Equipment does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes,

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

Signed

Printed name John Reynolds

Title Owner

Date Sept 6, 2026

The foregoing instrument was acknowledged before me by means of _physical presence or _online notarization this 8th day of September, 2026 by _John Reynolds____ (name of officer or agent, title of the officer or agent) of _Flagler Power Equipment_ (name of contractor company acknowledging) a __Florida__(state or place of incorporation) corporation, on of behalf of the corporation. He/she is personally known to me or has produced __Driver's license__ as identification

Nikki Rodriguez notary public

Nikki Rodriguez printed name

Notary Seal

NIKKI RODRIGUEZ
Notary Public - State of Florida
Commission # HH 825983
My Comm. Expires Aug 6, 2030
Bonded through National Notary Assn.

8/6/2030 commission expires

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that FLAGLER POWER EQUIPMENT *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of FLAGLER POWER EQUIPMENT *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: JOHN REYNOLDS

Title: OWNER

Date: 9/6/26

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 8th day of September 2026 by John Reynolds [name of officer or agent, title of officer or agent] of Flagler Power Equipment [name of contractor company acknowledging], a Florida [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced Driver's License [type of identification] as identification.

Nikki Rodriguez
Notary Public

[NOTARY SEAL]

NIKKI RODRIGUEZ
Notary Public - State of Florida
Commission # HH 825983
My Comm. Expires Aug 6, 2030
Bonded through National Notary Assn.

Nikki Rodriguez
Name typed, printed or stamped

My Commission Expires: 8/6/2030

An official website of the United States government Here's how you know

E-Verify

Menu

Dashboard

User Profile

Edit

Name

REBECCA REYNOLDS

Email Address

jorebinc@aol.com

Phone Number

(386) 446-2424

1 Linked User Account

Manage and access your linked user accounts. Have additional user accounts? Use the 'Link User Account' button to link an existing user account to your user profile.

+ Link User Account

User ID	Status	User Role	Company
RREY6298	ACTIVE	Program Administrator	FLAGLER POWER EQUIPMENT

Rows Per Page 10

1

1 Existing User Account Found

There are user accounts that have the same email address as your Login.gov account.

After linking a user account, it will be accessible in the User Accounts table above. If an existing user account does not appear below, use the "Link User Account" button.

User ID	Status	User Role	Link or Hide Account
RREY1497	DEACTIVATED	Program A	Reset Password Hide

Rows Per Page 10

1

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION

(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

EAGLER Power Equipment is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Sam Reynolds

Title: owner

Signature: [signature]

Date: 9/6/26

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of FLORIDA

County of FLAGLER

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of FLAGLER POWER EQUIPMENT (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 9/8/2026 Signed: JGR

Entity: FLAGLER POWER EQ Name: John Reynolds

Title: owner

Sworn to (or affirmed) and subscribed before me this 8th day of September 2026, by John Reynolds.

Nikki Rodriguez
Notary Signature

Nikki Rodriguez
PRINT, TYPE OR STAMP NAME OF NOTARY

[NOTARY SEAL]

NIKKI RODRIGUEZ
Notary Public - State of Florida
Commission # HH 825983
My Comm. Expires Aug 6, 2030
Bonded through National Notary Assn.

Personally known_____

OR Produced Identification ✓

Type of Identification Produced Driver's License

MASTER PRICE AGREEMENT

THIS MASTER PRICE AGREEMENT ("Agreement") made and entered into this _____ day of _____, 20 __ ("Effective Date"), between FLEET KLEEN, INC. DBA ST. JOHNS SALES AND SERVICE whose primary place of business is 1146 SR 206 E St. Augustine, FL 32086 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY").

WITNESSETH:

WHEREAS, CITY desires to procure certain goods ("Goods") as set forth in Exhibit "A" Product/Price List, attached hereto and made a part hereof, from time to time from a competent and qualified supplier and has conducted a formal Invitation to Bid #ITB-PW-26-67 entitled Mower Parts & Handheld Outdoor Equipment ("ITB") requesting bids/quotes for the Goods; and

WHEREAS, SUPPLIER is competent and qualified to provide the Goods to CITY and desires to provide said Goods to CITY at the firm prices established herein and in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CITY and SUPPLIER agree as follows:

1. PURCHASE ORDERS. During the term of this Agreement and solely upon receipt of authorizations for delivery in the form of written purchase orders ("Purchase Orders"), executed by CITY and signed by SUPPLIER, SUPPLIER shall furnish and deliver those Goods as specified in the Purchase Order and in accordance with the quantities and date or dates for delivery set forth in the Purchase Order. Each Purchase Order shall describe the Goods and related services, if any, as well as the quantities, date or dates for delivery and the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement regardless of their text. This Agreement standing alone does not authorize purchase or delivery of Goods or require CITY to place any orders. No claim for Goods furnished by the SUPPLIER not specifically provided for herein or not ordered by CITY shall be honored by CITY. CITY makes no promise that CITY will issue a Purchase Order to SUPPLIER, or as to the number of Purchase Orders during the life of this Agreement. CITY reserves the right to contract with other parties for the goods contemplated by this Agreement when it is determined by CITY to be in the best interest of CITY to do so. Whenever the terms of this Agremeent conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

2. DELIVERY- Time is of the essence in the performance of this Agreement. SUPPLIER will arrange each delivery by a carrier chosen by SUPPLIER, and delivery shall be completed in accordance with the date or dates set forth in the Purchase Order. Terms of shipping are F.O.B. Destination Freight Prepaid. Title and risk of loss shall pass when items have been received, inspected and accepted by City. All associated shipping, insurance and other related costs shall be borne by SUPPLIER. Extra charges for any purpose will not be allowed unless explicitly indicated on the Purchase Order. CITY reserves the right to conduct any inspection or investigation to verify compliance of the Goods and related services with the requirements of this Agreement and to reject any delivery not in compliance, and if the deficiency is not visible at the time of delivery, to take and/or require appropriate corrective action.

3. COMPENSATION.

A. Pricing. Pricing for the Goods set forth in any Purchase Oder issued hereunder shall be in accordance with the rates, fees and discounts set forth in Exhibit A, Product/Price List.

B. Invoicing. Upon satisfactory delivery of the Goods required hereunder and, upon acceptance by the CITY, SUPPLIER may invoice the CITY for the amount of compensation provided for under the terms of this Agreement less any amount already paid by the CITY. SUPPLIER shall invoice CITY the amount due based on the Goods provided under the Purchase Order; but, in no event, shall the invoice amount exceed the amounts actually provided. Each Purchase Order shall be invoiced separately. SUPPLIER shall render to CITY, at the close of each calendar month, an itemized invoice properly dated, describing any Goods provided, the cost of the Goods, the name and address of SUPPLIER, the purchase order number, Agreement number (if applicable) and all other information required by this Agreement.The original invoice shall be emailed to ap@palmcoastgov.com.

C. Payment Terms. Payment shall be made after review and approval by CITY under the Prompt Payment Act., Fla. Stat. 218.70. Payments shall be made by CITY to SUPPLIER not more than once monthly.

D. Taxes. Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

4. TERM AND TERMINATION.

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of one (1) year. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Purchase Orders shall remain in effect until delivery and acceptance of the goods authorized by the Purchase Order as well as during periods of warranty and guarantee.

B. Time-Only Extension for Re-Socilitation. In addition to the renewal options above, the City may, at its sole discretion, extend the Agreement for time only for the limited purpose of allowing continuity of services while the City completes a re-solictation, award, and transition for these services.

- This extension shall be non-material;
- Shall not exceed ninety (90) days in total
- This extension shall be a one-time extension that shall not be extended past ninety (90) days; and
- Shall invole no modification to pricing, scope of services, or any other material terms of the Agreement.

The Contractor shall continue performance at the existing contract rates and terms during any such time-only extension.

C. Termination.

i. Termination Without Cause. CITY may terminate this Agreement or any Purchase Order in whole or in part for convenience upon written notice to SUPPLIER sent at least fourteen (14) calendar days prior to the delivery date specified. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. CITY shall have no liability to SUPPLIER beyond payment of any balance owing for Goods purchased and already delivered to and accepted by CITY prior to SUPPLIER'S receipt of the notice of termination.

ii. Termination For Cause. City may terminate this Agreement or any Purchase Order in whole or in part at any time for default by written notice to SUPPLIER. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. In the event of a breach by SUPPLIER, including failure to make available or to deliver the Goods in the time and or manner provided for in this Agreement or a Purchase Order, CITY reserves the right to purchase substitutions and to charge SUPPLIER for any loss incurred. If this Agreement or any Purchase Order is terminated by CITY for SUPPLIER'S default, then SUPPLIER will be liable for all incidental and consequential damages resulting from SUPPLIER'S breach, including all damages provided in the Uniform Commercial Code (UCC). In the event SUPPLIER is adjudged by a court to be in default, SUPPLIER will pay to CITY all costs and expenses incurred by CITY in connection with the suit, including reasonable attorney's fees.

5. INDEMNIFICATION AND INSURANCE.

A. Indemnification/Sovereign Immunity.

i. SUPPLIER shall indemnify, hold harmless and defend CITY: (1) from any liabilities, damages, losses and costs, including but not limited to, reasonable attorneys fees arising from any claim or action based on any acts or omissions of SUPPLIER, its employees, servants, agents or subcontractors in completing the work under this Agreement; (2) with respect to any and all claims, suits, actions, and proceedings of actual or alleged infringements of any letter, Patent, Industrial Design right, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Goods delivered hereunder. CITY reserves its rights to be represented in any such action by its own counsel at its own expense.

ii. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein. In addition, in claims against any person or entity indemnified under this Section by an employee of SUPPLIER or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for SUPPLIER or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

iii. City expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

B. Insurance. The SUPPLIER shall at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requiremenst, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.

B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section..

C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder, or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment, whichever is later. CITY or CITY'S authorized representative may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement, and SUPPLIER shall make such materials available at the SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY.

9. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, Fl., if in federal court.

10. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes, including but not limited to nondiscrimination, immigration and ethics laws. Violation of this section is grounds for debarment and termination of this Agreement.

11. SCRUTINIZED COMPANIES. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

12. CONTRACTOR PREFERENCE. Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

a. The Contractor's political opinions, speech, or affiliations;
b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
c. The Contractor's lawful ownership of a firearm;
d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or

human trafficking;
g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

13. CONTRACT DOCUMENTS. The ITB and all submissions prepared by SUPPLIER in response to the ITB are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

14. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

15. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. Any amendments to this Agreement must be in writing signed by both parties. In the event of a conflict between this Agreement and a Purchase Order or any other writing, this Agreement controls over such inconsistent or additional terms.

16. E-VERIFY REGISTRATION AND USE. Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
B. All persons (including subvendors/subsconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verity System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

17. INDEPENDENT CONTRACTOR. The relationship of the parties established by this Agreement and all Purchase Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any

manner, whatsoever. Persons employed by the SUPPLIER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. NOTICES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:
The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR SUPPLIER:
Charles Yancey, Owner
St. Johns Sales & Service
1146 State Rd. 206 E
St. Augustine, FL 32086

19. PUBLIC RECORDS LAW. The parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally makes public all records or other writings made or received by the parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

1. Keep and maintain all public records required by CITY to perform the services herein; and
2. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
4. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of the SUPPLIER or keep and maintain public records required by CITY to perform the services herein. If the SUPPLIER transfers all public records to CITY upon completion of the Agreement, the SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUPPLIER keeps and maintains public records upon completion of the Agreement, the SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, the SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the SUPPLIER'S failure to comply with these requirements.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, CITYCLERK@PALMCOASTGOV.COM, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

20. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the services of any subcontractors or other professional associates in connection with performance of this Agreement or any Purchase Order , SUPPLIER must first secure CITY'S prior express written approval. If subcontractors or other professional associates are required, SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates.

21. **UCC.** In addition to any rights or remedies contained in this Purchase Order, each party shall have rights, duties, and remedies available through the Uniform Commercial Code.

22. **WARRANTY.** SUPPLIER warrants that all Goods supplied are new, of good quality, and free from defects in title, workmanship, material, and in design, and are in full compliance with the specifications.In addition, SUPPLIER warrants that all work or services, if any, shall be performed in a good and competent workmanlike manner. The Goods and services hereunder are covered by the most favorable commercial warranties given any customer for such Goods and/or services, and the rights and remedies provided therein are in addition to and do not limit those available to CITY by any other clause of this Agreement. A copy of this warranty and all applicable manufacturer's warranties shall be furnished with the delivery of the Goods and, services if any. The equipment manufacturer's warranty must apply at a minimum, and must be honored by SUPPLIER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST	**FLEET KLEEN, INC. DBA ST. JOHNS SALES & SERVICE**
By:_____	By:_____ Authorized Signatory
Print Name: Michael McGlothlin	Print: _____
Title: City Manager	Title:_____
Date:_____	Date: _____

Exhibits:
A: Product/Price List
B: Insurance Requirements

Exhibit A
PRODUCT/PRICE LIST

(See attached)

Price Schedule

ITB-PW-26-27- Price Agreement - City of Palm Coast

This bid will be grouped by manufacturer. Each line item in a grouping **MUST** be bid in order for the grouping to be considered. Not every grouping needs to be bid, but vendors may bid every grouping if they so desire. Only these parts will be considered **(the City will not consider "Equal or Better" parts)**. Estimated quantities are for bidding purposes only and do not guarantee the actual quantities that will be purchased as a result of this bid. **NOTE: A FORMULA is located in Column H (Yellow Highlighted) that will multiply the estimated quantity by the unit price to City to determine the total. DO NOT MAKE ENTRIES TO COLUMN H.** In addition, please provide a percentage discount from manfactorer's list price for items not listed. The bid will be awarded based on the grand total of the groupings and may therefore be awarded to more than one vendor.

Mfg.Mfg.Mf	Part No.Part No.Part No.	DescriptionDescriptionDescription	Est. Qty.Est.	Mfg. List	Discount %Discount	Price to	TotalTotalTotal
Stihl	MSA 190 T-12"	AP STIHL BATTERY SERIES	1	$399.99	21.00%	$315.99	$315.99
Stihl	HTA 140	AP STIHL BATTERY SERIES	1	$739.99	21.00%	$584.59	$584.59
Stihl	FSA 110 R	AP STIHL BATTERY SERIES	1	$359.99	21.00%	$268.59	$268.59
Stihl	GTA 40 UNIT	AS BATTERY SERIES	1	$299.99	21.00%	$236.99	$236.99
Stihl	KM91R	TRIMMER	2	$439.99	21.00%	$347.59	$695.18
Stihl	KM131R	TRIMMER	2	$539.99	21.00%	$426.59	$853.18
Stihl	FS91R	TRIMMER	2	$389.99	21.00%	$308.09	$616.18
Stihl	FS94R	TRIMMER	2	$439.99	21.00%	$347.59	$695.18
Stihl	FS131R	TRIMMER	2	$569.99	21.00%	$450.29	$900.58
Stihl	FS251R	TRIMMER	2	$729.99	21.00%	$576.69	$1,153.38
Stihl	BG-56C-E	BACKPACK BLOWER	2	$249.99	21.00%	$197.49	$394.98
Stihl	BG86	BACKPACK BLOWER	2	$339.99	21.00%	$268.59	$537.18
Stihl	SH-86C-E	BACKPACK BLOWER	2	$419.99	21.00%	$331.79	$663.58
Stihl	BR-430	BACKPACK BLOWER	2	$459.99	21.00%	$363.39	$726.78
Stihl	BR-450	BACKPACK BLOWER	2	$549.99	21.00%	$434.49	$868.98
Stihl	BR-600	BACKPACK BLOWER	2	$549.99	21.00%	$434.49	$868.98
Stihl	BR700	BACKPACK BLOWER	2	$729.99	21.00%	$576.69	$1,153.38
Stihl	BR800X	MAGNUM BACKPACK BLOWER	2	$649.99	21.00%	$513.49	$1,026.98
Stihl	FC91	EDGER	2	$429.99	21.00%	$339.69	$679.38
Stihl	FC96	EDGER	2	$599.99	21.00%	$473.99	$947.98
Stihl	MM56 C-E	MINI-CULTIVATORS	2	$529.99	21.00%	$418.69	$837.38
Stihl	BT45-EAD Earth Auger Drill	EARTH DRILLS	2	$639.99	21.00%	$505.59	$1,011.18
Stihl	MS151T C-E-12"	CHAIN SAW	2	$779.99	21.00%	$616.19	$1,232.38
Stihl	MS172 C-E-16"	CHAIN SAW	2	$249.99	21.00%	$197.49	$394.98
Stihl	MS182 Z-16"	CHAIN SAW	2	$269.99	21.00%	$213.29	$426.58
Stihl	MS1 94 T PS3-14"	CHAIN SAW	2	$509.99	21.00%	$402.89	$805.78
Stihl	MS201 T C-M-14"	CHAIN SAW	2	$969.99	21.00%	$766.29	$1,532.58
Stihl	MS250-18"	CHAIN SAW	2	$429.99	21.00%	$339.69	$679.38
Stihl	MS251 Wood Boss-18"	CHAIN SAW	2	$429.99	21.00%	$339.69	$679.38
Stihl	MS261 26RM3-18"	CHAIN SAW	2	$769.99	21.00%	$608.29	$1,216.58
Stihl	MS271 Farm Boss-20"	CHAIN SAW	2	$569.99	21.00%	$450.29	$900.58
Stihl	MS291-20"	CHAIN SAW	2	$649.99	21.00%	$513.49	$1,026.98
Stihl	MS391-20"	CHAIN SAW	2	$849.99	21.00%	$671.49	$1,342.98
Stihl	MS462-28"	CHAIN SAW	2	$1,629.99	21.00%	$1,287.69	$2,575.38
Stihl	MS661 Magnum-32"	CHAIN SAW	2	$1,909.99	21.00%	$1,508.89	$3,017.78
Stihl	MS881 Magnum-41"	CHAIN SAW	2	$2,699.99	21.00%	$2,132.99	$4,265.98
Stihl	HT105 - 12"	POLE PRUNER	2	$839.99	21.00%	$663.59	$1,327.18
Stihl	HT135 - 14"	POLE PRUNER	2	$799.99	21.00%	$631.99	$1,263.98
Stihl	HT250 - 14"	POLE PRUNER	2	$879.99	21.00%	$695.19	$1,390.38
Stihl	HS82T-24"	HEDGE TRIMMER	2	$729.99	21.00%	$576.69	$1,153.38
Stihl	HL91K	HEDGE TRIMMER	2	$609.99	21.00%	$481.89	$963.78
Stihl	HL94K	HEDGE TRIMMER	2	$679.99	21.00%	$537.19	$1,074.38
Stihl	HL94K 145	HEDGE TRIMMER	2	$699.99	21.00%	$552.99	$1,105.98

STIHL **$44,412.98**

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
Lastec		NO BID					$0.00
							$0.00

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
Gravely		NO BID					$0.00
							$0.00

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
Scag		NO BID					$0.00
							$0.00

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
J.D.		NO BID					$0.00
							$0.00

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
Toro	22215	30" TURF MASTER	1	$2,799.00	19.00%	$2,270.00	$2,270.00
Toro	72910	60" ZMASTER 5000 - SIDE DISCHARGE	1	$15,699.00	19.00%	$12,733.00	$12,733.00
Toro	72912	72" ZMASTER 5000 TWEELS SIDE DISCHARGE	1	$17,899.00	19.00%	$14,518.00	$14,518.00
Toro	72924	60" ZMASTER 5000 RD TWEELS	1	$18,699.00	19.00%	$15,167.00	$15,167.00
Toro	72922	72" ZMASTER 5000 RD TWEELS	1	$18,799.00	19.00%	$15,248.00	$15,248.00
						TORO	**$59,936.00**

Mfg.	Part No.	Description	Est. Qty.	Mfg. List	Discount %	Price to	Total
Exmark		NO BID					$0.00
							$0.00

Exhibit B
INSURANCE REQUIREMENTS

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. The Certificate of Insurance shall provide that the CITY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by the CITY or the CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of the SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

1.2. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.3. Until such time as the insurance is no longer required to be maintained by the SUPPLIER, the SUPPLIER shall provide the CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by the CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

1.4. Neither approval by the CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve the SUPPLIER of the SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of the SUPPLIER to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

2.2. In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

2.3. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the SUPPLIER shall, as soon as the SUPPLIER has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to the CITY the SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE.

3.1. Without limiting any of the other obligations or liability of the SUPPLIER, the SUPPLIER shall, at the SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.1.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.1.3. Business Auto Policy.

The SUPPLIER'S insurance shall cover the SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by the SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful bidder awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Bidder shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

St. John's Sales & Service
Name of Bidder

Charles Yancey Managing Member
Name and Titles of Authorized Representative(s)

Signature(s)

9.9.2026
Printed Date

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that St. Johns Sales & Service [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of St. Johns Sales & Service [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: CHARLES YANCEY
Title: managing Member / owner
Date: 9.9.2026

STATE OF FLORIDA

COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9 day of September, 2026 by Charles Yancey [name of officer or agent, title of officer or agent] of St Johns Sales & Service [name of contractor company acknowledging], a managing member [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced Driver License [type of identification] as identification.

Hailey Roda
Notary Public

[NOTARY SEAL]

Name typed, printed or stamped

My Commission Expires: 5-12-2029

HAILEY RODA
Notary Public
State of Florida
Comm# HH676061
Expires 5/12/2029

An official website of the United States government Here's how you know

My Company Profile

Company Information

Company Name
Ancient City Endeavors

Company ID
3079429

Employer Identification Number (EIN)
923407025

DUNS Number

NAICS Code
444

Doing Business As (DBA) Name
St. Johns Sales and Service

Enrollment Date
Sep 09, 2026

Unique Entity Identifier (UEI)

Total Number of Employees
5 to 9

Sector
Retail Trade

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION

(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

St. John's Sales & Service is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Charles Yancey

Title: owner - managing member

Signature: Charles Yancey

Date: 9.9.2026

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of FL

County of Saint Johns

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of ST John's Sales & Service (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 9.9.2026 Signed: Charles Yancey

Entity: Saint John's Sales & Service Name: Charles Yancey

Title: Managing Member

Sworn to (or affirmed) and subscribed before me this 9 day of September, 202 6, by Charles Yancey.

Notary Signature

Hailey Roda

PRINT, TYPE OR STAMP NAME OF NOTARY

[NOTARY SEAL]

HAILEY RODA
Notary Public
State of Florida
Comm# HH676061
Expires 5/12/2029

Personally known_____

OR Produced Identification X

Type of Identification Produced Driver License

city of PALM COAST

Finance Department
Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3710

NOTICE OF INTENT TO AWARD

Project: ITB-PW-26-67 - **Mower Parts and Handheld Outdoor Equipment**

Date: 10/2/2026

Appeal Deadline: Appeals must be filed by 5:00 PM on 10/7/2026

Firm	Bid Group 1 - Stihl
St. Johns Sales and Service St. Augustine, FL	**$44,412.98**
Flagler Power Equipment Bunnell, FL	No Bid

Firm	Bid Group 2 - Lastec
Flagler Power Equipment Bunnell, FL	**$15,089.79**
St. Johns Sales and Service St. Augustine, FL	No Bid

Firm	Bid Group 3 - Gravely
Flagler Power Equipment Bunnell, FL	**$258.94**
St. Johns Sales and Service St. Augustine, FL	No Bid

Firm	Bid Group 4 - Scag
Flagler Power Equipment Bunnell, FL	**$2,591.56**
St. Johns Sales and Service St. Augustine, FL	No Bid

Firm	Bid Group 5 – John Deere
Flagler Power Equipment Bunnell, FL	No Bid
St. Johns Sales and Service St. Augustine, FL	No Bid

Firm	Bid Group 6 - Toro
St. Johns Sales and Service St. Augustine, FL	**$59,936.00**
Flagler Power Equipment Bunnell, FL	No Bid

Firm	Bid Group 7 - Exmark
Flagler Power Equipment Bunnell, FL	**$855.12**
St. Johns Sales and Service St. Augustine, FL	No Bid

The intent of the City of Palm Coast is to award ITB-PW-26-67 to:

Flagler Power Equipment – Groups 2, 3, 4 and 7

St. Johns Sales and Service – Groups 1 and 6

Non-Award – Group 5, as both submitters were a No-Bid

Cc: Contract Coordinator, Project Manager, Budget and Procurement Manager, Financial Services Director, Department Director.

For questions regarding this Notice of Intent to Award please contact: Shannon Nolan, Procurement Coordinator, at sknolan@palmcoastgov.com.

Bid protests shall be resolved in accordance with Section 2-29, Code of Ordinances, City of Palm Coast, Florida.

A proposer may protest the results of this intended award of this Bid within three (3) business days from the posting of this recommendation to award. The proposer must file a written protest explaining in detail the nature of the protest and the grounds upon which it is based.

Failure to file a written protest to the City Manager, Mike McGlothlin (MMcGlothlin@palmcoastgov.com) shall constitute a waiver of the protest proceedings.

ITB-PW-26-67 - MOWER PARTS AND HANDHELD OUTDOOR EQUIPMENT

Project Overview

Project Details	
Reference ID	ITB-PW-26-67
Project Name	MOWER PARTS AND HANDHELD OUTDOOR EQUIPMENT
Project Owner	Shannon Nolan
Project Type	ITB
Department	Procurement
Budget	$0.00 - $0.00
Project Description	This Invitation to Bid is issued for the purpose of establishing a Price Agreement Contract with vendor(s) capable of providing parts for the City’s mowing and handheld outdoor power equipment.
Open Date	Aug 26, 2026 8:00 AM EDT
Intent to Bid Due	Sep 09, 2026 2:00 PM EDT
Close Date	Sep 10, 2026 2:00 PM EDT

Seal status

Requested Information	Unsealed on	Unsealed by
Price Schedule Form	Sep 10, 2026 2:12 PM EDT	Shannon Nolan
Price Schedule Detail Spreadsheet	Sep 10, 2026 2:12 PM EDT	Shannon Nolan
References	Sep 10, 2026 2:12 PM EDT	Shannon Nolan
Forms 1 - 8	Sep 10, 2026 2:12 PM EDT	Shannon Nolan
Addendum 1 (signed and dated)	Sep 10, 2026 2:12 PM EDT	Shannon Nolan

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Kevin Nelson	Sep 17, 2026 8:47 AM EDT	No
Marvin CALDERON	Sep 10, 2026 2:45 PM EDT	No
Jeff Gearst	Sep 14, 2026 6:45 AM EDT	No
Shannon Nolan	Sep 10, 2026 2:13 PM EDT	No

Project Criteria

Criteria	Description
Admin Review	Verify all documents are submitted and completed as required.
Group 1 - Stihl Pricing	Entry for Bid Submission
Group 2 - Lastec Pricing	Entry from Bid Submission
Group 3 - Gravely Pricing	Entry from Bid Submission
Group 4 - Scag Pricing	Entry from Bid Submission
Group 5 - John Deere Pricing	Entry from Bid Submission
Group 6 - Toro Pricing	Entry from Bid Submission
Group 7 - Exmark Pricing	Entry from Bid Submission
Technical Review	Verify references, check data sheets, determine if vendor is responsible

Technical Price review	Verify if prices seem reasonable (Pass) or un-reasonable (Fail)

Scoring Summary

Active Submissions

	Admin Review	Group 1 - Stihl Pricing	Group 2 - Lastec Pricing	Group 3 - Gravely Pricing
Supplier	**Pass/Fail**			
Flagler Power Equipment	Pass	($0)	($15,089.79)	($258.94)
St. John's Sales & Service	Pass	($44,412.98)	($0)	($0)

	Group 4 - Scag Pricing	Group 5 - John Deere Pricing	Group 6 - Toro Pricing	Group 7 - Exmark Pricing	Technical Review
Supplier					**Pass/Fail**
Flagler Power Equipment	($2,591.56)	($0)	($0)	($855.12)	Pass
St. John's Sales & Service	($0)	($0)	($59,936.00)	($0)	Pass

	Technical Price review
Supplier	**Pass/Fail**
Flagler Power Equipment	Pass
St. John's Sales & Service	Pass