



City Attorney Review

Signed by: Marcus Duffy



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: W.W. Gay Mechanical Contractor, Inc.

Bid/Contract Ref # RFP-23-089

Agency Name: State of Florida, Florida School for the Deaf and Blind

Contract Type: Piggyback

Contract Value OVER \$50K

Resolution # 2026- 26

City Council Approval Date: 2/17/2026

Contract Term End Date 6/30/2026

Renewable Y/N Y

If yes # and length of renewals: One (1) Additional One-Year Renewal

City's Project Manager(s) James Melley

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the State of Florida, Florida School for the Deaf and Blind Agreement for Plumbing, Mechanical, HVAC, & Refrigeration Services as needed.

Approvals:

- Responsible Dept. Director Brian Roche Signed by: 0217FE7182744DB... Date: Feb 23, 2026 | 4:55 AM PST
- City Finance Helena Alves Signed by: 4F2A3682B07D492... Date: Feb 20, 2026 | 5:30 AM PST
- City Attorney Marcus Duffy Signed by: A9D59F-A5D9FD417... Date: Feb 23, 2026 | 5:52 PM PST
- City Manager Mike McLaughlin Signed by: D7DF1A254975438... Date: Feb 24, 2026 | 5:21 AM PST

Vendor Name and Email Michael Bowles wbowles@wwgmc.com

RESOLUTION 2026-26
PLUMBING, MECHANICAL, HVAC, AND REFRIGERATION SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING W.W. GAY MECHANICAL CONTRACTOR, INC., CONTRACT WITH THE STATE OF FLORIDA, FLORIDA SCHOOL FOR THE DEAF AND BLIND FOR PLUMBING, MECHANICAL, HVAC, AND REFRIGERATION SERVICES AS NEEDED; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, W.W. Gay Mechanical Contractor, Inc., has expressed a desire to provide plumbing, mechanical, HVAC, and refrigeration services to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the State of Florida, Florida School for the Deaf and Blind contract with W.W. Gay Mechanical Contractor, Inc., for plumbing, mechanical, HVAC, and refrigeration services.

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 PIGGYBACK. The City Council of the City of Palm Coast hereby approves piggybacking the contract between State of Florida, Florida School for the Deaf and Blind and W.W. Gay Mechanical Contractor, Inc., for plumbing, mechanical, HVAC, and refrigeration services as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to the Master Price Agreement for changes totaling less than \$50,000.00 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.

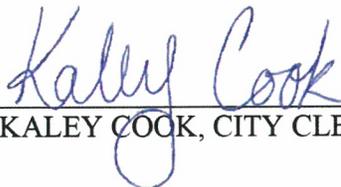
SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

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 17th day of February 2026.

ATTEST:


KALEY COOK, CITY CLERK

CITY OF PALM COAST


MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY


MARCUS DUFFY, CITY ATTORNEY



Attachment: Exhibit "A" – Piggyback Contract with W.W. Gay Mechanical Contractor, Inc.



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

W.W. Gay Mechanical Contractor, Inc.
Attn: Michael Bowles
524 Stockton Street
Jacksonville, Florida 32204

RE: Engagement Letter Authorizing Piggyback

Plumbing, Mechanical, HVAC, & Refrigeration Services
Contract Name

State of Florida, Florida School for the Deaf and Blind RFP-23-089
Contract Reference

Dear Michael,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,

Christinne Foschaar

Christinne Foschaar
Procurement Coordinator
cfoschaar@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

Signed by:
By: Mike McGlothlin
D7DF1A264975438...

Print: Michael McGlothlin

Title: City Manager

Date: Feb 24, 2026 | 5:21 AM PST

W.W. Gay Mechanical Contractor, Inc.

DocuSigned by:
By: Michael Bowles
(5081026215)

Print Name: Michael Bowles

Title: Project Manager

Date: Jan 15, 2026 | 5:36 AM PST



ENGAGEMENT LETTER ADDENDUM**1. 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 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 sub vendors/subconsultants/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-Verify 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 448.05, 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 because of the termination of this Agreement in accordance with this section.”

2. Prohibition against considering social, environmental, political, or ideological interests in government contracting

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.*

3. **Scrutinized Companies**

A. 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 Companies 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.

4. **Public Records.**

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make 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:

5. Keep and maintain all public records required by CITY to perform the Services herein; and
6. 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
7. 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
8. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, 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.

B. 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, 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 SUPPLIER'S failure to comply with these requirements.

c. 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.

9. **Governing Law:**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that 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. Each party hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

10. Sovereign Immunity

City of Palm Coast 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 of Palm Coast as set forth in Section 768.28, Florida Statutes.

11. 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.

CITY OF PALM COAST

Signed by:
By: Mike McGlothlin
D7DF1A254975438...

Print: Michael McGlothlin

Title: City Manager

Date: Feb 24, 2026 | 5:21 AM PST

SUPPLIER

DocuSigned by:
By: Michael Bowles
59388C1C6B0F440...
(Authorized Signatory)

Print Name: Michael Bowles

Title: Project Manager

Date: Jan 15, 2026 | 5:36 AM PST

FORM 7 – PUR 1355

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

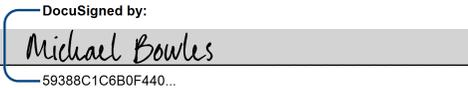
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms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

WW Gay Mechanical Contractor, Inc. 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: Michael Bowles

Title: Project Manager

Signature:  59388C1C6B0F440...

Date: Jan 15, 2026 | 5:36 AM PST



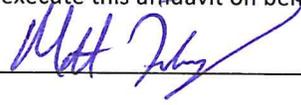
AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida
County of Duval

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of W.W. Gay Mechanical Contractor, Inc. (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.

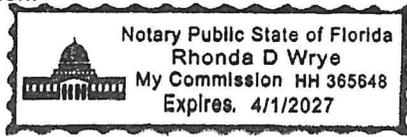
Date: 1/14/2026

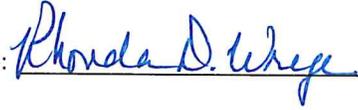
Signed: 

Entity: W.W. Gay Mechanical Contractor, Inc.

Name: Matt Furlong
Title: Vice President Preconstruction

Sworn to (or affirmed) and subscribed before me this 14th day of January, 2026, by Matt Furlong, Vice President Preconstruction.



Notary Signature: 

Rhonda D. Wrye
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known XX
OR Produced Identification _____
Type of Identification Produced _____





CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that W.W. Gay Mechanical Contractor, Inc. 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 W.W. Gay Mechanical Contractor, Inc. proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Matt Furlong

Title: Matt Furlong / Vice President Preconstruction

Date: 1/14/2026

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of Physical presence this 14th day of January, 2026 by Matt Furlong, Vice President Preconstruction, of W.W. Gay Mechanical Contractor, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

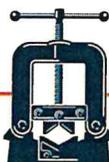
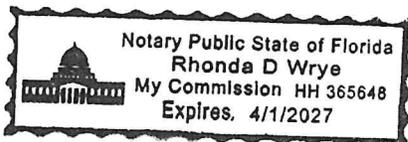
Notary Seal

Notary Public – State of Florida

Rhonda D. Wrye

Name typed, printed or stamped

My commission Expires: April 1, 2027





My Company Account

My Company Profile

Company Information

Company Name

W. W. Gay Mechanical Contractor, Inc.

Doing Business As (DBA) Name

Company ID

246573

Enrollment Date

Sep 04, 2009

Employer Identification Number (EIN)

96

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

500 to 999

NAICS Code

ector

onstruction

ubsector

pecialty Trade Contractors

[Edit Company Information](#)

Employer Category

Employer Category

Federal Contractor with FAR E-Verify Clause

[Edit Employer Category](#)

Company Addresses

Physical Address

24 Stockton St
Jacksonville, FL 32204

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

We have implemented a new policy and require more information for existing and future hiring sites.

umber of Sites

[Edit Hiring Sites](#)

Company Access and MOU

ly Company is Configured to:

erify Its Own Employees

emorandum of Understanding

[iew Current MOU](#)

[.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[ccessibility](#) [Plug-ins](#) [Site Map](#)

