



CONTRACT EXECUTIVE OVERVIEW (Amendment/Renewal)

Vendor Name Harrell's, LLC

Project Name: City-Wide Chemicals & Fertilizers

Bid/Reference # ITB-PW-25-38

Contract Type: Master Price Agreement

Original Contract Date: 05/16/2025 New End Date: 05/15/2027

Resolution # 2025-65


City Council Approval Date: 05/06/2025

City's Project Manager Jeff Gearst

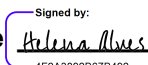
Brief Description/Purpose:

1st Renewal- MPA for various Lawn Fertilizers, Herbicides, Pesticides, and Miscellaneous Landscape Chemicals.

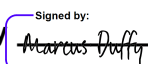
Approvals:

Responsible Dept. Director  Matt Mancill

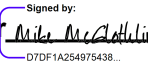
Date: Mar 4, 2026 | 11:43 AM PST

City Finance  Helena Alves

Date: Mar 6, 2026 | 8:04 AM EST

City Attorney  Marcus Duffy

Date: Mar 5, 2026 | 10:32 PM EST

City Manager  Mike McAdams

Date: Mar 6, 2026 | 5:06 AM PST

Vendor Name and Email Ella Kimbrel bids@harrells.com



City of PALM COAST

Finance Department
Budget & Procurement Office

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

Harrell's, LLC
Attn: Ella Kimbrel
5105 New Tampa Hwy
Lakeland, Florida 33815

RE: Letter Authorizing Contract Renewal

Master Price Agreement

Contract Name

May 16, 2025

Effective date

City-Wide Chemicals & Fertilizers ITB-PW-25-38

Project name and #

Ella,

The above referenced contract is currently set to expire May 15, 2026. At this time, the City of Palm Coast seeks to renew the above referenced contract under the same original terms and conditions for one (1) additional year until May 15, 2027. This is the first renewal.

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.

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.

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.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 448.095. 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."

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.

If agreed, please indicate approval by electronically signing below.

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

Regards,

Nathalie Garcia

Nathalie Garcia

Sr. Contracts and Procurement Coordinator

ngarcia@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

CITY OF PALM COAST

Signed by:
By: Mike McGlothlin
D7DF1A254975438...

Print Name: Michael McGlothlin

Title: City Manager

Date: Mar 6, 2026 | 5:06 AM PST

SUPPLIER

Signed by:
By: Ella Kimbrel
5EE39A110122 (Authorized Corporate Signatory)

Print Name: Ella Kimbrel

Title: SVP/CHRO

Date: Mar 4, 2026 | 2:33 PM EST



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Harrell's, LLC
Project Name: City-Wide Chemicals & Fertilizers
Bid/Reference # ITB-PW-25-38
Contract Type: Master Price Agreement

Contract Value \$ Over \$50K

Resolution # 2025- 65

City Council Approval Date: 5/6/2025

Standard Contract Template (Y/N): Y

If No, then Reviewed by
City Attorney: n/a

Length of Contract: 1 year

If Yes, # and length of
renewals: 2 at one year each

Renewable (Y/N): yes

City's Project Manager Jeff Gearst

Brief Description/Purpose:

Price Agreement for various Lawn Fertilizers, Herbicides, Pesticides, and Miscellaneous Landscape Chemicals.

Approvals:

Responsible Dept. Director Matt Mancill
Signed by: B7AE538AB5B5431...

Date: May 15, 2025 | 6:54 AM PD

City Finance Helena Alves
Signed by: A9A3892B67B492...

Date: May 15, 2025 | 11:11 AM E

City Attorney Marcus Duffy
Signed by: A9D59FA5D9FD417...

Date: May 16, 2025 | 9:23 AM ED

Acting City Manager Lauren Johnston
DocuSigned by: 17644D609F7D434...

Date: May 16, 2025 | 10:37 AM E



city of PALM COAST

Finance Department
Budget & Procurement Office

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

Dear Supplier,

Please review and sign the attached agreement via DocuSign.

In addition, please attach proof of insurance which is compliant with the insurance requirements set forth in the Agreement.



Thank you.

Regards,
City of Palm Coast
Budget & Procurement Office





MASTER PRICE AGREEMENT

THIS MASTER PRICE AGREEMENT ("Agreement") made and entered into this 16 day of May, 20 2025 ("Effective Date"), between HARRELL'S, LLC whose primary place of business is 5105 New Tampa Hwy, Lakeland, FL 33815 ("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-25-38 (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 Agreement 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 Order 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. 218.73. Payments shall be made by CITY to SUPPLIER not more than once monthly.

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. 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 Requirementst, 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 Purchase 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/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 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:

Ella Kimbrel, SVP/HR
Harrell's, LLC
5105 New Tampa Hwy
Lakeland, FL 33815

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

DocuSigned by:
By: Lauren Johnston
17644D609F7D434...

Print: Lauren Johnston

Title: Acting City Manager

Date: May 16, 2025 | 10:37 AM EDT

HARRELL'S, LLC

Signed by:
By: Ella Kimbrel
54609F20874951...

Print: Ella Kimbrel

Title: SVP/HR

Date: May 12, 2025 | 8:13 AM EDT

Exhibits:

A: Product/Price List

B: Insurance Requirements

**Exhibit A
PRODUCT/PRICE LIST**

(See attached)

ITB-PW-25-38 Landscape Chemicals and Fertilizer - Pricing Spreadsheet									
Please Note that Generic Brands are acceptable as long as the active ingredients are a 100% match to the branded item.									
Vendors enter bid price in \$00.00 format (2 decimal places). Type NO BID if not bidding on any specific item.									
CHEMICAL CLASSIFICATION	CHEMICAL	ACTIVE INGREDIENT	QUANTITY	UNIT OF MEASURE	Unit Price	Price Per Ton	Alternative Item Meeting Specs	AGENCY PRICING APPLIES	
Herbicide	Quinclorac 75 DF	Quinclorac	1	1 lb.					
Herbicide	Avenue South *	2, 4-D & Dicamba	1	2.5 Gallon	\$277.50				
Herbicide	Basagran	Sodium salt of bentazon	1	1 gal.	\$71.50				
Herbicide	Vessel	Dimethylamina salt of 2,4,D	1	2.5 gal.					
Herbicide	* Monument 75 WG	2-pyridinesulfonamide	1	25 grams	\$360.00		X	x	The manufacturer no longer makes the 25 gram package. Only 1.06 oz packaging.
Herbicide	Dismiss NXT	Carfentrazone-ethyl*3.53%, Sulfentrazone**31.77% Isopropylamine salt of Imazapyr 27.77%	1	60 oz	\$504.80			X	
Herbicide	habitat		1	2.5 gal	\$277.50		X		
Herbicide	Certainty	Sulfosulfuron 75%	1	1.25 oz.	\$100.00				
Herbicide	Alligare TRICLOPYR 3	Triclopyr 44.4%	1	2.5 gal.					
Herbicide	Aquathol* K	Endothal -potassium 40.3%	1	2.5 gal.					
Herbicide	Alligare GLYPHOSATE 5.4	Glyphosate 53.8%	1	2.5 gal.					
Herbicide	Dismiss	Sulfentrazone	1	64 oz.	\$250.00				
Herbicide	* Celsius™	Dicamba	1	10 oz.	\$131.20			X	
Herbicide	* Echelon 45C	Sulfentrazone - 13.6% Prodiamine - 27.3%	1	1 gal.	\$454.00			X	
Herbicide	Resolute 4FL	40.7% Prodiamine	1	1 gal.	\$210.00				
Herbicide	Lontrel	Clopyralid 40.9	1	32 oz.	\$235.50				
Herbicide	Garlon 4 Ultra	triclopyr 60.45%	1	25. gal.	\$279.00				
Herbicide	* Specticle* FLO	Active Ingredient: Indaziflam - 7.4%	1	1 gal.	\$2,092.80			X	
Herbicide	Surflan AS T&O Green	oryzalin 40.4%	1	2.5 gal.					
Herbicide	polaris	Isopropylamine salt of Imazapyr 28.7	1	2.5 gal.					
Herbicide	Tribune	Diquat Dibromide	1	2.5 gal.	\$140.00				
Herbicide	* Tribute Total	Foramsulfuron	1	10 oz	\$426.40			X	
Herbicide	Trimec Southern	Dimethylamine salt of (+)-(R)propionic acid - 17.37%	1	2.5 gal.	\$245.00				
Herbicide	Fusilade II	Fluazifop-P-butyl - 24.5%	1	32 oz.	\$100.00				
Herbicide	Blindside	Sulfentrazone 60%/Metsulfuron-methyl 6%	1	10 oz.	\$170.00				
Herbicide	*Reward	Diquat - 37.3%	1	2.5 gal.	\$240.00			X	
Herbicide	* Revolver	Foramsulfuron 2.34%	1	87 oz.	\$765.60			X	
Herbicide	Podium PGR	Trinexapec-ethyl	1	1 gal	\$140.00				
Herbicide	roundup custom	Glyphosate	1	2.5 gal					
Herbicide	roundup custom	Glyphosate	1	30 gal					
Herbicide	xonerate 2sc	amicarbazone	1	12oz.	\$489.40			X	
Herbicide	Ranger PRO	Glyphosate	1	2.5 gal					
Herbicide	Roundup QuikPRO	Glyphosate, Diquat	1	6.8 lbs.					
Herbicide	Agristar 2,4-D	2,4-D Amine	1	2.5 gal.	\$58.00		X		
Herbicide	Pendulum*	Pendimethalin	1	2.5 gal.	\$163.00				
Herbicide	Sencor	Metribuzin 75%	1	5 lb.	\$820.00				
Herbicide	Rometol	Metsulfuron Methyl 60%	1	8 oz.	\$27.00				
Herbicide	Negate	Metsulfuron Methyl/Rimsulfuron	1	1.5 oz.	\$55.00				
Herbicide	Anderson's Goose & Crabgrass Control	Bensulide 5.25%/Oxadiazole 1.3%	1	28.87 lb.	\$146.00				
Herbicide	Tower	Dimethenamid-P 63.9%	1	5 gal.	\$1,050.00			X	
Herbicide	Kerb 5C T&O	Pronamide	1	2.5 gal.	\$780.00				
Herbicide	Snapshot	Trifluralin/Isosaban	1	50 lb.	\$119.25				
Herbicide	Resolute	Prodiamine	1	1 gal.	\$210.00				
Herbicide	Surflan XL 2G	Benefin 1%/Oryzalin 1%	1	50 lb.					
Herbicide	Cheetah Pro	Glufosinate ammonium 24.5%	1	30 gal.	\$140.00				
Fungicide	* Dimension 2 EW	Dithiopyr	1	2.5 gal.	\$613.00				
Fungicide	ZeroTol 2.0	Hydrogen Dioxide 27.1% Peroxyacetic Acid 2.0%	1	2.5 gal.					
Fungicide	Dithane F-45	bisdithiocarbamate.....37.0%	1	2.5 gal.					
Fungicide	Dithane 75 DF Rainshield	Mancozeb	1	48 lb.	\$86.00		X		Harrell's Protectmax Mancozeb
Fungicide	Chipco 26019	Lprodione, imidazolidinecarboxamide 23.3%	1	2.5 gal.	\$205.00				
Fungicide	Chipco Signature	Aluminum trisphosphonate	1	5.5 lb.	\$210.38			X	
Fungicide	Fore WSP	Manganese16.0%	1	6 lbs.					Discontinued by manufacturer
Fungicide	Mefenoxam	Mefenoxam 22.5%	1	1 gal	\$445.00				
Fungicide	Fore WSP	Mancozeb	1	6 lbs.					Discontinued by manufacturer
Fungicide	26 GT(Bayer)	Iprodione 23.3%	1	2.5 gal	\$700.00				
Fungicide	ProStar	Flutaloni	1	3 lb.					Discontinued by manufacturer
Fungicide	Spectro 90 WDG	Chlorothalonil 72%, Thiophanate 18%	1	5 lbs.					
Fungicide	*Segway	Cyazofamid - 34.5%	1	39.2 oz	\$400.00		X		Harrell's Protectmax Cyazo
Fungicide	copper sulfate powder	Copper	1	50lbs.	\$130.00				
Fungicide	*Subdue Maxx	Mefenoxam - 22%	1	1 gal.	\$611.00			X	
Fungicide	Consan Turf	Dimethyl benzyl ammonium chloride	1	2.5 gal.					
Fungicide	Cutrine Plus Algaecide	Copper ethanoloamine complex 13.95%, Copper triethanoloamine complex 13.95%	1	2.5 gal.					
Fungicide	Kphite	Phosphorous Acid	1	2.5 gal.	\$150.00		X		Harrell's Protectmax Title Phyte
Fungicide	Mirage Stressguard	Tebuconazole 21%	1	2.5 gal.	\$493.00			X	
Fungicide	Heritage - G	0.31% Azoxystrobin	1	30 LBS.	\$65.00				
Fungicide	*Daconil Weatherstik	54% Chlorothalonil	1	2.5 gal.	\$210.00			X	
Fungicide	*Banner Maxx II	14.3% Propiconazole	1	1 gal.	\$255.00			X	
Fungicide	*Exteris Stressgard	fluopyram	1	2.5 gal.	\$370.00			X	
Fungicide	*Pageant Intrinsic	Pyraclostrobin 12.8%, boscalid 25.2%	1	12 lbs.	\$1,272.00			X	
Fungicide	*Honor Intrinsic	pyraclostrobin 16.8%, boscalid 11.2%	1	3 lbs	\$588.00			X	
Fungicide	Insignia	Pyraclostobin 20%	1	39 oz	\$575.84		X	X	Manufacturer unit size is 30.5 oz
Fungicide	Docket WS	Chlorothalonil - 54%	1	2.5 gal.	\$138.00		X		Harrell's Protectmax Chlorothalonil 6L

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 subcontractor or another supplier shall relieve the SUPPLIER of the SUPPLIER'S full responsibility 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 440.57, Florida Statutes.
- 2.2. In addition, such companies other than those authorized by Section 440.57, 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



5105 New Tampa Highway
Lakeland, FL 33815
863.687.2774
800.282.8007
contact@harrells.com
www.harrells.com



CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Harrell's, LLC 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 Harrell's, LLC proof of registration in the E-Verify system is attached to this Affidavit.

Ella Kimbrel
Print Name: Ella Kimbrel
Title: SVP/HR
Date: 4/1/2025

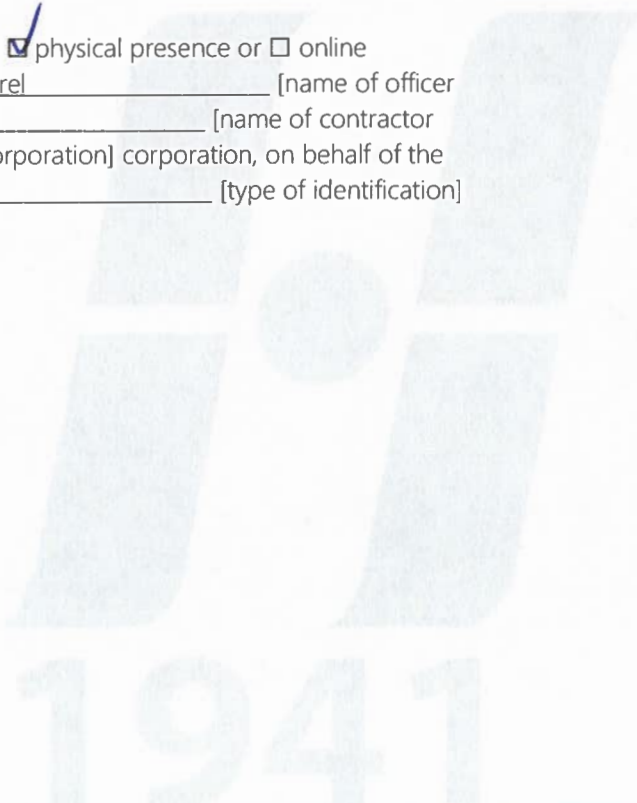
STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 1st day of April, 2025 by Ella Kimbrel [name of officer or agent, title of officer or agent] of Harrell's, LLC [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 _____ [type of identification] as identification.

Mary E. Eisner
Notary Public
[NOTARY SEAL]



Name typed, printed or stamped
My Commission Expires: 3/14/26





My Company Account



Modernize
the
employment
eligibility
verification
process
today!

[Learn More](#)

Enable E-Verify+

My Company Profile

Company Information

Company Name

Harrells, LLC

Doing Business As (DBA) Name

Company ID

183153

Enrollment Date

Jan 22, 2009

Employer Identification Number (EIN)

Unique Entity Identifier (UEI)

261595082

KGSND44TV4B5

DUNS Number

805880072

Total Number of Employees

500 to 999

NAICS Code

339

Sector

Manufacturing

Subsector

Miscellaneous Manufacturing

[Edit Company Information](#)

Employer Category

Employer Category

Federal Contractor with FAR E-Verify Clause

[Edit Employer Category](#)

Company Addresses

Physical Address

5105 New Tampa Highway
Lakeland, FL 33815

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

Number of Sites

30

[Edit Hiring Sites](#)

Company Access

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

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

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



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.](#)

Harrell's, LLC 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: Ella Kimbrel

Title: SVP/HR

Signature: 

Date: 4/1/2025

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of FLORIDA

County of POLK

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Harrell's, LLC (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: 4/1/2025


Signed: *Ella Kimbrel*

Entity: Harrell's, LLC

Name: Ella Kimbrel

Title: SVP/HR

Sworn to (or affirmed) and subscribed before me this 1st day of April, 2024, by Ella Kimbrel.

Mary E. Eisner
Notary Signature


PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known

OR Produced Identification

Type of Identification Produced

City of Palm Coast, Florida Agenda Item

Agenda Date: May 6, 2025

Department	PUBLIC WORKS	Amount	OVER \$50K
Division	STREETS MAINTENANCE	Account #	10015011-052000
Subject: RESOLUTION 2025-XX APPROVING MASTER PRICE AGREEMENTS WITH MULTIPLE VENDORS FOR CITYWIDE CHEMICALS AND FERTILIZERS			
Presenter: Matthew Mancill, Director of Public Works			
Attachments:			
<ol style="list-style-type: none"> 1. Resolution 2. Draft Contracts (6) 3. Notice of Intent to Award 4. Project Overview 			
Background:			
Council Priority:			
D. Sustainable Environment and Infrastructure			
<p>The City of Palm Coast’s Public Works department is seeking City Council approval to enter into Master Price Agreements (MPA) with multiple qualified vendors capable of supplying essential chemical products used to maintain and treat citywide landscaped areas. These products are necessary for the upkeep of medians, parks, facilities, and other public properties throughout the City. In accordance with the City’s Purchasing Policy, staff advertised and solicited competitive bids. Multiple submissions were received and evaluated based on responsiveness, responsibility, and pricing. Selected vendors were deemed qualified and capable of meeting the City’s needs. A Notice of Intent to Award and draft agreements for each selected vendor are attached.</p>			
Fiscal Impact:			
<p>Funding for these purchases is included in the Public Works Department’s Fiscal Year 2025 adopted budget. Expenditures will be made on an as-needed basis and within allocated budget appropriations. A detailed cost breakdown and funding source information is provided in the attached Source of Funds Worksheet.</p>			
Staff Recommendation:			
<p>Staff recommends approval of the proposed MPA Contracts based on the City of Palm Coast’s bid ITB-PW-25-38 to ensure a consistent, cost-effective, and timely supply of essential chemicals necessary for maintaining the City’s landscaped assets.</p>			
Vendors:			
<ul style="list-style-type: none"> • MD Plant Health • Heritage Landscape Supply Group, Inc. • Harrell’s, LLC • SiteOne Landscape Supply 			

- Howard Fertilizer & Chemical Company, Inc
- Target Specialty Products

Source of Funds Worksheet FY 2025

Streets Maintenance - Operating Supp & Equip Under \$5K

10015011-052000	\$278,800.00
Total Expended/Encumbered to Date	\$168,053.51
Pending Work Orders/Contracts	\$0.00
Current (WO/Contract)	\$0.00
Balance	\$110,746.49

Recommended Action:

ADOPT RESOLUTION 2025-XX APPROVING MASTER PRICE AGREEMENTS WITH MULTIPLE VENDORS FOR CITYWIDE CHEMICALS AND FERTILIZERS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/9/2025

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

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

PRODUCER The Baldwin Group Southeast, LLC 1115 Bartow Rd Lakeland FL 33801 License#: L002281 HARRLLC-01	CONTACT NAME: Rebecca Oberpriller PHONE (A/C. No. Ext): 713-463-2120 FAX (A/C. No.): E-MAIL ADDRESS: Rebecca.Oberpriller@baldwin.com <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : MS Transverse Specialty Insurance</td> <td style="text-align: center;">41807</td> </tr> <tr> <td>INSURER B : National Union Fire Insurance</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER C : New Hampshire Insurance Compan</td> <td style="text-align: center;">23841</td> </tr> <tr> <td>INSURER D : AIU Insurance Company</td> <td style="text-align: center;">19399</td> </tr> <tr> <td>INSURER E : Markel American Insurance Comp</td> <td style="text-align: center;">28932</td> </tr> <tr> <td>INSURER F : Gemini Insurance Company</td> <td style="text-align: center;">10833</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : MS Transverse Specialty Insurance	41807	INSURER B : National Union Fire Insurance	19445	INSURER C : New Hampshire Insurance Compan	23841	INSURER D : AIU Insurance Company	19399	INSURER E : Markel American Insurance Comp	28932	INSURER F : Gemini Insurance Company	10833
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COVERAGES **CERTIFICATE NUMBER: 291264111** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			TSENEC000000402	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION LIABILITY \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> PIP			AL4489811 (AOS) AL4489812 (MA)	3/1/2025 3/1/2025	3/1/2026 3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			TSENXS000001102	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC025893850 (AOS) WC025893851 (CA)	3/1/2025 3/1/2025	3/1/2026 3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input type="checkbox"/> Pollution Liability <input type="checkbox"/> Rented/Leased Equipment <input type="checkbox"/> Professional Liability			TSENEC000000402 MKLM2IM0002363 VGPL001958	3/1/2025 3/1/2025 3/31/2025	3/1/2026 3/1/2026 3/1/2026	Occurrence \$ 1,000,000 Per Item/Occurrence \$ 500,000 Each Claim/Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability and Auto Liability policies include blanket automatic additional insured, blanket automatic waiver of subrogation and blanket automatic primary, non-contributory wording endorsements that provides these features to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The Workers' Compensation policy includes a blanket waiver automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Excess Liability is follow form of primary General Liability, Pollution, Auto Liability and Employer's Liability.

CERTIFICATE HOLDER City of Palm Coast 160 Lake Avenue Palm Coast FL 32164	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**RESOLUTION 2025-65
CITYWIDE CHEMICALS AND FERTILIZERS**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING MASTER PRICE AGREEMENTS WITH MD PLANT HEALTH, HERITAGE LANDSCAPE SUPPLY GROUP, INC., HARRELL’S LLC, SITEONE LANDSCAPE SUPPLY, HOWARD FERTILIZER & CHEMICAL COMPANY, INC., AND TARGET SPECIALTY PRODUCT FOR CITYWIDE CHEMICALS AND FERTILIZERS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, MD Plant Health, Heritage Landscape Supply Group, Inc., Harrell’s, LLC, SiteOne Landscape Supply, Howard Fertilizer & Chemical Company, Inc., and Target Specialty Products have expressed a desire to provide various types of landscape chemicals and fertilizers to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to enter into Master Price Agreements with aforementioned vendors for citywide chemicals and fertilizers.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. APPROVAL OF MASTER PRICE AGREEMENTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Master Price Agreement Contracts with MD Plant Health, Heritage Landscape Supply Group, Inc., Harrell’s, LLC, SiteOne Landscape Supply, Howard Fertilizer & Chemical Company, Inc, and Target Specialty Products, which is attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall

be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

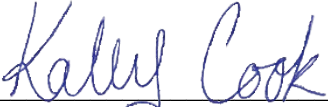
SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 6th day of May 2025.

ATTEST:



KALEY COOK, CITY CLERK

CITY OF PALM COAST



MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY



MARCUS DUFFY, CITY ATTORNEY



Attachments: Exhibit "A" – Draft Contracts