

City of Palm Coast, Florida Agenda Item

Agenda Date: June 16, 2026

Agenda Item: G.4

Department STORMWATER AND ENGINEERING Division CONSTRUCTION MGT AND ENGINEERING	Amount \$618,308.04 Org/Account # 54205509-063000-99014/54205511-034000-55105
Subject: RESOLUTION 2026-XX APPROVING CONSTRUCTION CONTRACTS FOR MULTI-SITE STORMWATER PIPE REHABILITATION AND REPLACEMENT	
Presenter: Carmelo Morales, Stormwater Engineer	
Attachments: <ol style="list-style-type: none">1. Resolution2. Draft Contracts (5)3. Notice Of Intent to Award4. Project Overview	
Background: <p>City Staff have identified the need for rehabilitation services for the repair of aging, damaged, and deteriorated stormwater infrastructure. This project focuses on five (5) sites with seven (7) different pipe segments in various locations through the City of Palm Coast.</p> <p>Staff advertised Bid (ITB-SWE-26-48) for the Multi-Site Stormwater Pipe Rehabilitation & Replacement Projects. Seven (7) bids were received; seven (5) were responsive and two (2) were considered non-responsive. Staff recommend awarding a contract to the lowest bidder at each location for a total amount of \$562,098.22. The Notice of Intent to Award and Project Overview are attached.</p> <p>This item is to approve funding in the amount of \$562,098.22 for pipe rehabilitation services at multiple locations citywide, along with a 10% project contingency of 56,209.82 for unforeseen project circumstances for a total project approval of \$618,308.04.</p> <p>Funds for this project are budgeted out of the Stormwater Engineering Fund for FY 2026.</p> <p>Source of Funds Worksheet Original Budget: \$300,000.00 Total Expended/Encumbered to Date: \$6,445.00 Pending Work Orders.Contracts: Current (WO/Contract): \$232,937.92 Balance: \$60,017.08</p>	

Source of Funds Worksheet

Original Budget: \$1,227,437.00

Total Expended/Encumbered to Date: \$584,491.34

Pending Work Orders.Contracts:

Current (WO/Contract): \$385,370.12

Balance: \$257,575.54

Recommended Action:

**ADOPT RESOLUTION 2026-XX APPROVING CONSTRUCTION CONTRACTS FOR MULTI-SITE
STORMWATER PIPE REHABILITATION AND REPLACEMENT**

RESOLUTION 2026-__
MULTI-SITE STORMWATER PIPE REHABILITATION & REPLACEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING CONSTRUCTION CONTRACTS FOR MULTI-SITE STORMWATER PIPE REHABILITATION & REPLACEMENT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR FUTURE AMENDMENTS, PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, American Civil Construction, Inc., and S.E. Cline Construction, Inc., desires to provide pipe rehabilitation services, for the City of Palm Coast; and

WHEREAS, City Council desires to approve five (5) contracts for above-mentioned services at multiple locations for the City of Palm Coast; and

WHEREAS, in accordance with Chapter 2, Article 1, Division 3 – Purchase and Contractual Services Sections, 2-26- Approval Requirements- Subsection A, City Council desires to grant authority for the City Manager to enter into or increase any necessary contracts including those that are equal to or exceed \$100,000 associated with the expenses related to the above-mentioned 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 A CONTRACTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of agreements with American Civil Construction, Inc., and S.E. Cline Construction, Inc., for pipe rehabilitation services at multiple Citywide locations, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE AND 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 Contract Agreements 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 Contract Agreements 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 16th day of June 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Contracts (5)



CONTRACT EXECUTIVE OVERVIEW (Construction)

Vendor Name American Civil Construction, Inc.

Project Name: Multi-Site Stormwater Pipe Rehabilitation & Replacement

Bid/Reference # ITB-SWE-26-48 - SITE #2

Contract Value \$ 95,040.58

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): Y

If No, then Reviewed by
City Attorney: _____

Days to Substantial Completion 30

Days to Final Completion 30

City's Project Manager Carlos Brito

Engineer of Record City of Palm Coast

Brief Description/Purpose:

Construction Contract to provide all labor, materials, equipment, supervision, transportation, permitting, maintenance of traffic, and restoration necessary to complete multiple stormwater pipe replacement projects at various locations throughout the City.

Approvals:

Responsible Dept. Director _____ Date: _____

City Finance _____ Date: _____

City Attorney _____ Date: _____

City Manager _____ Date: _____

Vendor Contact Name and Email: Robert Ackley robert.ackley@americancivilconstruction.com



City of PALM COAST

Finance Department
Budget & Procurement Office

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

This DocuSign contains the Construction Contract (“Contract”) between your company and the City of Palm Coast for the **ITB-SWE-26-48**, known as the **Multi-Site Stormwater Pipe Rehabilitation & Replacement – SITE #2** Project.

Please DocuSign where indicated and please include your Company’s Project Superintendent’s name where indicated.

In addition to the Contract, the following must be provided with the Contract: *(please attach where indicated below)*

- Copy of Certificate of Liability, **listing the City as additional insured**, in the amounts as indicated in the original Invitation to Bid documents

- Copy of Payment and Performance Bonds

Once we receive the completed DocuSign back with the required attachments, I will review the attachments and let you know whether they are acceptable. Once I confirm with you that the Payment and Performance Bonds are acceptable, please record them with Flagler County Clerk’s office and return the **recorded original bonds** to my attention at the address above. Once the Contract completes our signature approval process, a completed fully executed copy will be returned via DocuSign to you for your records.

The term of the Contract is thirty (30) consecutive calendar days from Notice to Proceed Commencement Date to Substantial Completion with an additional thirty (30) consecutive calendar days from Substantial to Final Completion. Please note that liquidated damages do apply to this Contract and will be assessed at \$1,000.00 per day for each day the project extends beyond Substantial Completion, and an additional \$250.00 per day for each day the project extends beyond Final Completion.

At the conclusion of the project, a 2-year Material & Workmanship Bond will be required in the amount of 10% of the total project cost as outlined in the final Payment Application.

If you should have any questions, please don’t hesitate to contact me at any time.

Sincerely,

Shannon Nolan

Shannon Nolan
Procurement Coordinator



CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is dated as of the _____ day of _____, 2026, by and between AMERICAN CIVIL CONSTRUCTION, INC., duly authorized to conduct business in the State of Florida, whose address is 77 Hargrove Grade, Palm Coast, FL 32137 hereinafter called the "CONTRACTOR", and THE CITY OF PALM COAST, a political subdivision of the State of Florida, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, hereinafter called the "CITY". CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WITNESSETH:

Section 1. Work. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all labor, materials, equipment, supervision, transportation, permitting, maintenance of traffic, and restoration necessary to complete multiple stormwater pipe replacement projects at various locations throughout the City of Palm Coast.

The Project for which the Work under the Contract Documents is a part is identified as:

PIPE REPLACEMENT SERVICES: SITE #2, 164 Rolling Sands Drive

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean City of Palm Coast.

(b) Construction Engineering "CE" (post design services) is the CITY's Engineer or the CITY's contracted consultant for construction engineering services. According to the Contract Documents, "CE" shall mean City of Palm Coast.

Section 3. Contract Time.

(a) All provisions regarding Contract Time are essential to the performance of this Contract.

(b) The Work shall be substantially completed as described in subsection Project Manual ITB-SWE-26-48 14.13 of the General Conditions ("General Conditions"), within thirty (30) calendar days

beginning on the date of commencement as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) Float time is allocated specifically to the CONTRACTOR's responsibility for coordination of utility relocations by subsection 12.1.1.1.3 of the General Conditions is included in the Contract Time provided by this Section. The CITY will not consider any Contract Time extensions related to utility coordination matters including, but not limited to, utility relocations and conflicts, unless the utility relocation delays exceed the float time allowed by subsection 12.1.1.1.3 and also extend the Project Schedule's Critical Path.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

Section 4. Contract Price.

(a) CITY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). The CONTRACTOR's total compensation is **NINETY-FIVE THOUSAND FORTY DOLLARS AND FIFTY-EIGHT CENTS (\$95,040.58)** subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification, direct purchase of materials and no damage for delay provisions of the Contract Documents.

(d) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated

(temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the Work of the CITY with its own forces, the work of other utility contractors and the work of others at the Project site.

Section 5. Payment Procedures.

(a) CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions. In the event an ENGINEER is not being utilized, Applications for Payment shall be forwarded to the CITY's Finance Accounts Payable Department.

(b) Progress Payments. CITY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, CITY shall pay the remainder of the Contract Price as provided in subsection 14.9.1

(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.

Section 6. Retainage and Withholding Payment for Breach

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) CITY may withhold payment equal to the product of the number of Days after Substantial Completion and the amount of liquidated damages set forth in Section 9 of this Contract for CONTRACTOR's material breach of contract where CONTRACTOR is behind schedule for Substantial Completion, and it is anticipated by CITY that the Work will not be completed within the Contract Time for Substantial Completion. The City may, at the CITY'S discretion, withhold the liquidated damage amount from subsequent Progress Payments. Any withheld payments held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by subsection 6.19.2 of the General Conditions.

Section 7. Contractor's Representations. In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, Work, locality, weather, Purchasing and Contracts Procedures, and with all local conditions and federal, state, and local laws, utility locations, ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations, examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, re-locations (temporary and permanent) and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Contract acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR by its study, excludes and releases the CITY from any implied warranties including but not limited to, those arising under the "Spearin Doctrine", that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

(g) The CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by the CITY, ENGINEER or any agent relating to compliance with the Contract Documents shall not operate as a waiver by the CITY of strict compliance with the terms and conditions of the Contract Documents.

(h) The CONTRACTOR declares and agrees that the CITY may require them to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by CITY are found to be Defective or fail in any way to comply with the Contract Documents. The CONTRACTOR acknowledges that the above two (2) years repair, replace and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) years repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties, Right-of-Way Permit Bond and/or Material and Workmanship Bond.

(i) The CONTRACTOR's resident Superintendent at the Work site shall be: _____ and this Superintendent only shall be utilized by the CONTRACTOR unless otherwise approved by the CITY Project Manager and following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for payment of all fines and penalties of any nature assessed to the CONTRACTOR or CITY or both by any governmental entity, district, authority, or other jurisdictional entity relating to all permits required for performance of the Work.

The CONTRACTOR acknowledges that the performance of this Contract may require one or more hauling, transportation, overweight, or oversize permits and/or compliance with CITY commercial hauling franchise requirements. The Contractor is solely responsible for identifying, obtaining, maintaining, and complying with all applicable permit and franchise requirements prior to and throughout the duration of the Contract.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a CITY, CONTRACTOR, and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints related to alleged damage caused by CONTRACTOR's performance of the Work within two (2) days of receipt of the complaint from citizens, ENGINEER, or the CITY. The CONTRACTOR shall utilize the "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to the CONTRACTOR by a citizen, the CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by the CONTRACTOR shall specifically identify the problem specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If the CONTRACTOR fails to respond within two (2) days, then the CITY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that the CITY owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that the CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. The CONTRACTOR authorizes the CITY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

Section 8. Contract Documents. The Contract Documents including the Bidding Documents and the Bid that was submitted by the CONTRACTOR for ITB-SWE-26-48 MULTI-SITE STORMWATER PIPE REHABILITATION & REPLACEMENT comprise the entire agreement between CITY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Contract.
- (b) Addenda.

- (c) Bid.
- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond.
- (f) Payment Bond.
- (g) Material and Workmanship Bond and/or Right-of-Way Permit Bond
- (h) Specifications.
- (i) Technical Specifications Provided in these Contract Documents
- (j) General Conditions.
- (k) Supplementary Conditions including any utility specific forms provided by the CITY's Utility Division.
- (l) Notice To Proceed.
- (m) Change Orders.
- (n) Certificate of Substantial Completion.
- (o) Certificate of Final Inspection and Completion
- (p) Certificate of Engineer.
- (q) CONTRACTOR's Release.
- (r) Drawings and Plans.
- (s) Supplemental Agreements.
- (t) CONTRACTOR's Waiver of Lien (Partial)
- (u) CONTRACTOR's Waiver of Lien (Final and Complete)
- (v) Subcontractor/Vendor's Waiver of Lien (Final and Complete)
- (w) Consent of Surety to Final Payment
- (x) Instructions to Bidders
- (y) CONTRACTOR's Insurance Requirements, Certificate, and Insurance Policies

There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

Section 9. Liquidated Damages.

(a) The CITY and CONTRACTOR recognize that time is essential to the performance of this Contract and CONTRACTOR recognizes that the CITY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the CITY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay CITY as liquidated damages, and not as a penalty, **ONE THOUSAND and No/100 DOLLARS (\$1000.00)** per Day for each Day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the CITY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the CITY's actual damages which may include but are not limited to expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work.

In Process

Section 10. Miscellaneous.

(a) Terms used in this Contract which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) CITY and CONTRACTOR each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Section 11. Contractor's Specific Consideration. In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, CITY specifically agrees to pay the CONTRACTOR the

sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of CITY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

Section 12. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by 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, to wit:

TO CONTRACTOR:

Robert W. Ackley, Jr.
American Civil Construction, Inc.
77 Hargrove Grade
Palm Coast, FL 32137

TO CITY:

City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

In Process

Section 13. Conflict of Interest.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the CITY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the CITY's Personnel Policies.

(b) The CONTRACTOR hereby certifies that no officer, agent, or employee of the CITY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Contract.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the CITY pursuant to this Contract will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

Section 14. Material Breaches of Contract.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree

that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by ENGINEER, the ENGINEER shall issue a stop work order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the stop work order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle CITY to terminate this Contract. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

Section 15. 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.

Section 16. 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 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.

Section 17. 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.

IN WITNESS WHEREOF, the parties hereto have signed this Contract. All portions of the Contract Documents have been signed or identified by the CITY and the CONTRACTOR.

CITY OF PALM COAST

AMERICAN CIVIL CONSTRUCTION, INC.

By: _____

By: _____

Authorized Signatory

Name: Michael McGlothlin

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

**QUALIFICATION FORM I
QUALIFICATION FORMS PACKAGE
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.

American Civil Construction, Inc
 (Bidder Company Name)
 By: 
 Signature

Print: President
 Print Name

Date: 05/07/2026

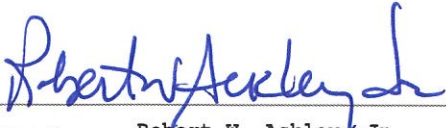
Title: President

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that American Civil Construction, Inc. [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 American Civil Construction, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.


Print Name: Robert W. Ackley, Jr.
Title: President
Date: 05/07/2026

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 7th day of May, 2026 by Robert W. Ackley, Jr. [name of officer or agent, title of officer or agent] of American Civil Construction, Inc. [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.


Notary Public

[NOTARY SEAL]



Nathan Poolson
Name typed, printed or stamped

My Commission Expires: 01/23/2028

QUALIFICATION FORM K
FOREIGN COUNTRY OF CONCERN ATTESTATION

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.

American Civil Construction, 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: Robert W. Ackley, Jr.

Title: President

Signature: 

Date: 05/07/2026

QUALIFICATION FORM L
ANTI-HUMAN TRAFFICKING AFFIDAVIT

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

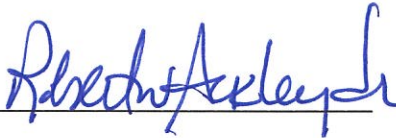
County of Flagler

American Civil Construction, Inc.

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of _____ (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: 05/07/2026

Signed: 

Entity: American Civil Construction, Inc. Name: Robert W. Ackley, Jr.

Title: President

Sworn to (or affirmed) and subscribed before me this 7th day of May, 2026, by Robert W. Ackley, Jr.

Notary Signature



PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known

OR Produced Identification _____

Type of Identification Produced _____



END OF SECTION



Appendix "C"
SITE #2 – 164 ROLLING SANDS DRIVE
STORMWATER DRAINAGE IMPROVEMENT
SCOPE OF WORK

The Work consists of replacing and upgrading the stormwater conveyance system at 164 Rolling Sands Drive, including installation of new HDPE culvert pipes, two Type "C" catch basins, rip-rap energy dissipation, asphalt restoration, and swale grading, as shown in the construction plan set titled "164 Rolling Sands Drive – Drainage Improvement" (Sheet C-4).

The Contractor shall provide all labor, materials, equipment, MOT, erosion control, testing, and restoration to complete the following:

- Remove and dispose of existing culvert pipe designated for removal, including approx. 63 LF of 18" CMP.
- Install 145 LF of 24" HDPE pipe, consisting of 90 LF + 55 LF as shown on Sheet C-4.
- Install 52 LF of 18" HDPE pipe along the proposed alignment.
- Install two (2) Type "C" catch basins, with elevations and configurations as detailed on Sheet C-4 and Detail Sheets:
 - Type C Basin "A": Top=25.80, Bottom=21.70, Inverts=22.70 & 22.20
 - Type C Basin "B": Top=25.80, Bottom=21.40, Inverts=21.90/21.90
- Install one concrete mitered end section (MES) for 24" HDPE per detail sheet.
- Install rip-rap energy dissipation, including:
 - 4' x 8' section (32 sq ft), 24" min. diameter rock with liner
 - 4' x 6' section (24 sq ft), 24" min. diameter rock with liner
- Grade slopes to the ditch at 4:1 maximum where specified.
- Remove approximately 285 sq ft of asphalt pavement for construction access.
- Restore 285 sq ft of asphalt pavement with new pavement section matching existing conditions and detail shown on Sheet 5.
- Restore swales and disturbed areas to provide positive drainage toward the ditch.
- Protect existing utilities including nearby water main; soft-dig to verify separation.
- Provide MOT per MUTCD and maintain throughout construction.
- Install and maintain erosion control devices.
- Backfill, compact, grade, stabilize, and sod all disturbed areas.
- Provide final signed and sealed as-built drawings.

All work must strictly comply with the construction plans titled "164 Rolling Sands Drive – Drainage Improvement."

Bid Form – Site #2 (164 Rolling Sands Drive)

ITEM #	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
1	Mobilization, MOT, Erosion Control.	1	LS	\$ 8,414.59	\$ 8,414.59
2	Removal & Disposal of Existing 18" CMP Culvert (approx. 63 LF).	1	LS	\$ 4,762.62	\$ 4,762.62
3	Furnish & Install 24" HDPE Pipe. (90 LF + 55 LF).	1	LS	\$ 11,677.08	\$ 11,677.08
4	Furnish & Install 18" HDPE Pipe. (Approx 52 LF).	1	LS	\$ 4,492.80	\$ 4,492.80
5	Install Type "C" Catch Basin (Detail A).	1	LS	\$ 7,057.69	\$ 7,057.69
6	Install Type "C" Catch Basin (Detail B).	1	LS	\$ 5737.65	\$ 5737.65
7	Construct Concrete Mitered End Section (24" HDPE).	1	LS	\$ 4,667.51	\$ 4,667.51
8	Install Rip-Rap (32 sq ft, 24" min. rock).	1	LS	\$ 1,249.00	\$ 1,249.00
9	Install Rip-Rap (24 sq ft, 24" min. rock).	1	LS	\$ 850.00	\$ 850.00
10	Asphalt Removal (approx. 285 sq ft).	1	LS	\$ 5,767.04	\$ 5,767.04
11	Asphalt Pavement Restoration (285 sq ft).	1	LS	\$ 3,413.12	\$ 3,413.12

12	Swale Grading, Slope 4:1, Site Restoration (Sod).	1	LS	\$ 7,480.00	\$ 7,480.00
13	Final As-Built Survey & Documentation.	1	LS	\$ 2,088.22	\$ 2,088.22
Total Bid Sum				\$	95,040.58

Site Location





CONTRACT EXECUTIVE OVERVIEW (Construction)

Vendor Name American Civil Construction, Inc.

Project Name: Multi-Site Stormwater Pipe Rehabilitation & Replacement

Bid/Reference # ITB-SWE-26-48 - SITE #3

Contract Value \$ 102,203.29

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): Y

If No, then Reviewed by
City Attorney: _____

Days to Substantial Completion 30

Days to Final Completion 30

City's Project Manager Carlos Brito

Engineer of Record City of Palm Coast

Brief Description/Purpose:

Construction Contract to provide all labor, materials, equipment, supervision, transportation, permitting, maintenance of traffic, and restoration necessary to complete multiple stormwater pipe replacement projects at various locations throughout the City.

Approvals:

Responsible Dept. Director _____ Date: _____

City Finance _____ Date: _____

City Attorney _____ Date: _____

City Manager _____ Date: _____

Vendor Contact Name and Email: Robert Ackley robert.ackley@americancivilconstruction.com



City of PALM COAST

Finance Department
Budget & Procurement Office

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

This DocuSign contains the Construction Contract (“Contract”) between your company and the City of Palm Coast for the **ITB-SWE-26-48**, known as the **Multi-Site Stormwater Pipe Rehabilitation & Replacement – SITE #3** Project.

Please DocuSign where indicated and please include your Company’s Project Superintendent’s name where indicated.

In addition to the Contract, the following must be provided with the Contract: *(please attach where indicated below)*

- Copy of Certificate of Liability, **listing the City as additional insured**, in the amounts as indicated in the original Invitation to Bid documents

- Copy of Payment and Performance Bonds

Once we receive the completed DocuSign back with the required attachments, I will review the attachments and let you know whether they are acceptable. Once I confirm with you that the Payment and Performance Bonds are acceptable, please record them with Flagler County Clerk’s office and return the **recorded original bonds** to my attention at the address above. Once the Contract completes our signature approval process, a completed fully executed copy will be returned via DocuSign to you for your records.

The term of the Contract is thirty (30) consecutive calendar days from Notice to Proceed Commencement Date to Substantial Completion with an additional thirty (30) consecutive calendar days from Substantial to Final Completion. Please note that liquidated damages do apply to this Contract and will be assessed at \$1,000.00 per day for each day the project extends beyond Substantial Completion, and an additional \$250.00 per day for each day the project extends beyond Final Completion.

At the conclusion of the project, a 2-year Material & Workmanship Bond will be required in the amount of 10% of the total project cost as outlined in the final Payment Application.

If you should have any questions, please don’t hesitate to contact me at any time.

Sincerely,

Shannon Nolan

Shannon Nolan
Procurement Coordinator



CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is dated as of the _____ day of _____, 2026, by and between AMERICAN CIVIL CONSTRUCTION, INC., duly authorized to conduct business in the State of Florida, whose address is 77 Hargrove Grade, Palm Coast, FL 32137 hereinafter called the "CONTRACTOR", and THE CITY OF PALM COAST, a political subdivision of the State of Florida, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, hereinafter called the "CITY". CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WITNESSETH:

Section 1. Work. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all labor, materials, equipment, supervision, transportation, permitting, maintenance of traffic, and restoration necessary to complete multiple stormwater pipe replacement projects at various locations throughout the City of Palm Coast.

The Project for which the Work under the Contract Documents is a part is identified as:

PIPE REPLACEMENT SERVICES: SITE #3, Franciscan @ Frankford (PHASE 2)

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean City of Palm Coast.

(b) Construction Engineering "CE" (post design services) is the CITY's Engineer or the CITY's contracted consultant for construction engineering services. According to the Contract Documents, "CE" shall mean City of Palm Coast.

Section 3. Contract Time.

(a) All provisions regarding Contract Time are essential to the performance of this Contract.

(b) The Work shall be substantially completed as described in subsection Project Manual ITB-SWE-26-48 14.13 of the General Conditions ("General Conditions"), within thirty (30) calendar days beginning on the date of commencement as provided in subsection 2.2 of the General Conditions. The

Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) Float time is allocated specifically to the CONTRACTOR's responsibility for coordination of utility relocations by subsection 12.1.1.1.3 of the General Conditions is included in the Contract Time provided by this Section. The CITY will not consider any Contract Time extensions related to utility coordination matters including, but not limited to, utility relocations and conflicts, unless the utility relocation delays exceed the float time allowed by subsection 12.1.1.1.3 and also extend the Project Schedule's Critical Path.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

Section 4. Contract Price.

(a) CITY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). The CONTRACTOR's total compensation is **ONE HUNDRED TWO THOUSAND TWO HUNDRED THREE DOLLARS AND TWENTY-NINE CENTS (\$102,203.29)** subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification, direct purchase of materials and no damage for delay provisions of the Contract Documents.

(d) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated

(temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the Work of the CITY with its own forces, the work of other utility contractors and the work of others at the Project site.

Section 5. Payment Procedures.

(a) CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions. In the event an ENGINEER is not being utilized, Applications for Payment shall be forwarded to the CITY's Finance Accounts Payable Department.

(b) Progress Payments. CITY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, CITY shall pay the remainder of the Contract Price as provided in subsection 14.9.1

(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.

Section 6. Retainage and Withholding Payment for Breach

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) CITY may withhold payment equal to the product of the number of Days after Substantial Completion and the amount of liquidated damages set forth in Section 9 of this Contract for CONTRACTOR's material breach of contract where CONTRACTOR is behind schedule for Substantial Completion, and it is anticipated by CITY that the Work will not be completed within the Contract Time for Substantial Completion. The City may, at the CITY'S discretion, withhold the liquidated damage amount from subsequent Progress Payments. Any withheld payments held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by subsection 6.19.2 of the General Conditions.

Section 7. Contractor's Representations. In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, Work, locality, weather, Purchasing and Contracts Procedures, and with all local conditions and federal, state, and local laws, utility locations, ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations, examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, re-locations (temporary and permanent) and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Contract acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR by its study, excludes and releases the CITY from any implied warranties including but not limited to, those arising under the "Spearin Doctrine", that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

(g) The CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by the CITY, ENGINEER or any agent relating to compliance with the Contract Documents shall not operate as a waiver by the CITY of strict compliance with the terms and conditions of the Contract Documents.

(h) The CONTRACTOR declares and agrees that the CITY may require them to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by CITY are found to be Defective or fail in any way to comply with the Contract Documents. The CONTRACTOR acknowledges that the above two (2) years repair, replace and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) years repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties, Right-of-Way Permit Bond and/or Material and Workmanship Bond.

(i) The CONTRACTOR's resident Superintendent at the Work site shall be: _____ and this Superintendent only shall be utilized by the CONTRACTOR unless otherwise approved by the CITY Project Manager and following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for payment of all fines and penalties of any nature assessed to the CONTRACTOR or CITY or both by any governmental entity, district, authority, or other jurisdictional entity relating to all permits required for performance of the Work.

The CONTRACTOR acknowledges that the performance of this Contract may require one or more hauling, transportation, overweight, or oversize permits and/or compliance with CITY commercial hauling franchise requirements. The Contractor is solely responsible for identifying, obtaining, maintaining, and complying with all applicable permit and franchise requirements prior to and throughout the duration of the Contract.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a CITY, CONTRACTOR, and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints related to alleged damage caused by CONTRACTOR's performance of the Work within two (2) days of receipt of the complaint from citizens, ENGINEER, or the CITY. The CONTRACTOR shall utilize the "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to the CONTRACTOR by a citizen, the CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by the CONTRACTOR shall specifically identify the problem specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If the CONTRACTOR fails to respond within two (2) days, then the CITY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that the CITY owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that the CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. The CONTRACTOR authorizes the CITY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

Section 8. Contract Documents. The Contract Documents including the Bidding Documents and the Bid that was submitted by the CONTRACTOR for ITB-SWE-26-48 MULTI-SITE STORMWATER PIPE REHABILITATION & REPLACEMENT comprise the entire agreement between CITY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Contract.
- (b) Addenda.

- (c) Bid.
- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond.
- (f) Payment Bond.
- (g) Material and Workmanship Bond and/or Right-of-Way Permit Bond
- (h) Specifications.
- (i) Technical Specifications Provided in these Contract Documents
- (j) General Conditions.
- (k) Supplementary Conditions including any utility specific forms provided by the CITY's Utility Division.
- (l) Notice To Proceed.
- (m) Change Orders.
- (n) Certificate of Substantial Completion.
- (o) Certificate of Final Inspection and Completion
- (p) Certificate of Engineer.
- (q) CONTRACTOR's Release.
- (r) Drawings and Plans.
- (s) Supplemental Agreements.
- (t) CONTRACTOR's Waiver of Lien (Partial)
- (u) CONTRACTOR's Waiver of Lien (Final and Complete)
- (v) Subcontractor/Vendor's Waiver of Lien (Final and Complete)
- (w) Consent of Surety to Final Payment
- (x) Instructions to Bidders
- (y) CONTRACTOR's Insurance Requirements, Certificate, and Insurance Policies

There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

Section 9. Liquidated Damages.

(a) The CITY and CONTRACTOR recognize that time is essential to the performance of this Contract and CONTRACTOR recognizes that the CITY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the CITY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay CITY as liquidated damages, and not as a penalty, **ONE THOUSAND and No/100 DOLLARS (\$1000.00)** per Day for each Day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the CITY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the CITY's actual damages which may include but are not limited to expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work.

In Process

Section 10. Miscellaneous.

(a) Terms used in this Contract which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) CITY and CONTRACTOR each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Section 11. Contractor's Specific Consideration. In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, CITY specifically agrees to pay the CONTRACTOR the

sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of CITY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

Section 12. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by 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, to wit:

TO CONTRACTOR:

Robert W. Ackley, Jr.
American Civil Construction, Inc.
77 Hargrove Grade
Palm Coast, FL 32137

TO CITY:

City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

In Process

Section 13. Conflict of Interest.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the CITY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the CITY's Personnel Policies.

(b) The CONTRACTOR hereby certifies that no officer, agent, or employee of the CITY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Contract.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the CITY pursuant to this Contract will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

Section 14. Material Breaches of Contract.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree

that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by ENGINEER, the ENGINEER shall issue a stop work order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the stop work order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle CITY to terminate this Contract. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

Section 15. 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.

Section 16. 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 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.

Section 17. 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.

IN WITNESS WHEREOF, the parties hereto have signed this Contract. All portions of the Contract Documents have been signed or identified by the CITY and the CONTRACTOR.

CITY OF PALM COAST

AMERICAN CIVIL CONSTRUCTION, INC.

By: _____

By: _____

Authorized Signatory

Name: Michael McGlothlin

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

**QUALIFICATION FORM I
QUALIFICATION FORMS PACKAGE
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.

American Civil Construction, Inc
(Bidder Company Name)
By: 
Signature

Print: President
Print Name

Date: 05/07/2026

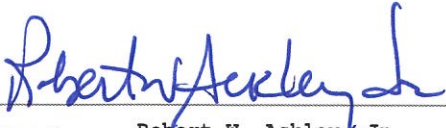
Title: President

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that American Civil Construction, Inc. [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 American Civil Construction, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.


Print Name: Robert W. Ackley, Jr.
Title: President
Date: 05/07/2026

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 7th day of May, 2026 by Robert W. Ackley, Jr. [name of officer or agent, title of officer or agent] of American Civil Construction, Inc. [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.


Notary Public

[NOTARY SEAL]



Nathan Poolson
Name typed, printed or stamped

My Commission Expires: 01/23/2028

QUALIFICATION FORM K
FOREIGN COUNTRY OF CONCERN ATTESTATION

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.

American Civil Construction, 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: Robert W. Ackley, Jr.

Title: President

Signature: 

Date: 05/07/2026

QUALIFICATION FORM L
ANTI-HUMAN TRAFFICKING AFFIDAVIT

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

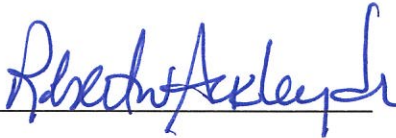
County of Flagler

American Civil Construction, Inc.

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of _____ (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: 05/07/2026

Signed: 

Entity: American Civil Construction, Inc. Name: Robert W. Ackley, Jr.

Title: President

Sworn to (or affirmed) and subscribed before me this 7th day of May, 2026, by Robert W. Ackley, Jr.

Notary Signature



PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known

OR Produced Identification _____

Type of Identification Produced _____



END OF SECTION



Appendix "D"
SITE #3 – FRANCISCAN @ FRANKFORD (PHASE 2)
STORMWATER PIPE REPLACEMENT
SCOPE OF WORK

The Work consists of replacing the existing stormwater culvert system at the intersection of Franciscan Lane and Frankford Lane with new 30-inch CMP culvert pipe, driveway replacements, roadway restoration, and associated drainage improvements, as shown in the construction plan set titled "90 Franciscan @ Frankford - Pipe Replacement".

The Contractor shall furnish all labor, materials, equipment, MOT, erosion control, and restoration to perform the following:

- Remove and dispose of existing storm pipes designated for replacement, including:
 - 210 LF of existing 30" CMP
 - 140 LF of existing 28" CMP
- Install 350 LF of 30" CMP (comprised of 210 LF + 140 LF as shown on plan sheets).
- Remove and replace two (2) concrete driveways impacted by construction.
 - Install 13"x17" ACCMP pipe beneath each driveway.
- Install and maintain MOT per MUTCD and City standards.
- Install erosion control devices, maintain during construction, and restore disturbed areas.
- Grade and restore swales and profiles to ensure proper stormwater conveyance.
- Backfill, compact, stabilize, and sod disturbed rights-of-way.
- Provide signed and sealed as-built drawings documenting the installed improvements.

All work must strictly follow the construction plans titled Franciscan @ Frankford - Pipe Replacement.

Bid Form – Site #3 (90 FRANCISCAN LANE @ FRANKFORD (Phase 2))

ITEM #	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
1	Mobilization, MOT, Erosion Control.	1	LS	\$ 6,872.00	\$ 6,872.00
2	Removal and disposal of existing 28" CMP pipe (140 LF).	1	LS	\$ 4,321.00	\$ 4,321.00
3	Removal and disposal of existing 30" CMP pipe. (210 LF)	1	LS	\$ 5062.04	\$ 5062.04
4	Furnish and install 30" CMP pipe (210 LF).	1	LS	\$ 36,124.57	\$ 36,124.57
5	Furnish and install 30" CMP pipe (140 LF).	1	LS	\$ 18,059.59	\$ 18,059.59
6	Remove and replace Driveway #1 in concrete (approx. 12' x 20' area, based on C-8).	1	LS	\$ 9,573.33	\$ 9,573.33
7	Remove and replace Driveway #2 in concrete (approx. 12' x 20' area, based on C-8).	1	LS	\$ 9,573.34	\$ 9,573.34
8	Install 13"x17" ACCMP pipe under Driveway #1.	1	LS	\$ 3,196.54	\$ 3,196.54
9	Install 13"x17" ACCMP pipe under Driveway #2.	1	LS	\$ 3,196.54	\$ 3,196.54
10	Swale grading and site restoration, including sod.	1	LS	\$ 1,496.00	\$ 1,496.00
11	Final as-built survey and documentation.	1	LS	\$ 2,088.22	\$ 2,088.22
Total Bid Sum				\$ 102,203.29	

Site Location





CONTRACT EXECUTIVE OVERVIEW (Construction)

Vendor Name American Civil Construction, Inc.

Project Name: Multi-Site Stormwater Pipe Rehabilitation & Replacement

Bid/Reference # ITB-SWE-26-48 - SITE #4

Contract Value \$ 176,728.10

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): Y

If No, then Reviewed by
City Attorney: _____

Days to Substantial Completion 30

Days to Final Completion 30

City's Project Manager Carlos Brito

Engineer of Record City of Palm Coast

Brief Description/Purpose:

Construction Contract to provide all labor, materials, equipment, supervision, transportation, permitting, maintenance of traffic, and restoration necessary to complete multiple stormwater pipe replacement projects at various locations throughout the City.

Approvals:

Responsible Dept. Director _____ Date: _____

City Finance _____ Date: _____

City Attorney _____ Date: _____

City Manager _____ Date: _____

Vendor Contact Name and Email: Robert Ackley robert.ackley@americancivilconstruction.com



City of PALM COAST

Finance Department
Budget & Procurement Office

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

This DocuSign contains the Construction Contract (“Contract”) between your company and the City of Palm Coast for the **ITB-SWE-26-48**, known as the **Multi-Site Stormwater Pipe Rehabilitation & Replacement – SITE #4** Project.

Please DocuSign where indicated and please include your Company’s Project Superintendent’s name where indicated.

In addition to the Contract, the following must be provided with the Contract: *(please attach where indicated below)*

- Copy of Certificate of Liability, **listing the City as additional insured**, in the amounts as indicated in the original Invitation to Bid documents

- Copy of Payment and Performance Bonds

Once we receive the completed DocuSign back with the required attachments, I will review the attachments and let you know whether they are acceptable. Once I confirm with you that the Payment and Performance Bonds are acceptable, please record them with Flagler County Clerk’s office and return the **recorded original bonds** to my attention at the address above. Once the Contract completes our signature approval process, a completed fully executed copy will be returned via DocuSign to you for your records.

The term of the Contract is thirty (30) consecutive calendar days from Notice to Proceed Commencement Date to Substantial Completion with an additional thirty (30) consecutive calendar days from Substantial to Final Completion. Please note that liquidated damages do apply to this Contract and will be assessed at \$1,000.00 per day for each day the project extends beyond Substantial Completion, and an additional \$250.00 per day for each day the project extends beyond Final Completion.

At the conclusion of the project, a 2-year Material & Workmanship Bond will be required in the amount of 10% of the total project cost as outlined in the final Payment Application.

If you should have any questions, please don’t hesitate to contact me at any time.

Sincerely,

Shannon Nolan

Shannon Nolan
Procurement Coordinator



CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is dated as of the _____ day of _____, 2026, by and between AMERICAN CIVIL CONSTRUCTION, INC., duly authorized to conduct business in the State of Florida, whose address is 77 Hargrove Grade, Palm Coast, FL 32137 hereinafter called the "CONTRACTOR", and THE CITY OF PALM COAST, a political subdivision of the State of Florida, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, hereinafter called the "CITY". CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WITNESSETH:

Section 1. Work. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all labor, materials, equipment, supervision, transportation, permitting, maintenance of traffic, and restoration necessary to complete multiple stormwater pipe replacement projects at various locations throughout the City of Palm Coast.

The Project for which the Work under the Contract Documents is a part is identified as:

PIPE REPLACEMENT SERVICES: SITE #4, 26 Edgewater Drive, 22 Edgely Lane, 8 Edgemont Lane

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean City of Palm Coast.

(b) Construction Engineering "CE" (post design services) is the CITY's Engineer or the CITY's contracted consultant for construction engineering services. According to the Contract Documents, "CE" shall mean City of Palm Coast.

Section 3. Contract Time.

(a) All provisions regarding Contract Time are essential to the performance of this Contract.

(b) The Work shall be substantially completed as described in subsection Project Manual ITB-SWE-26-48 14.13 of the General Conditions ("General Conditions"), within thirty (30) calendar days

beginning on the date of commencement as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) Float time is allocated specifically to the CONTRACTOR's responsibility for coordination of utility relocations by subsection 12.1.1.1.3 of the General Conditions is included in the Contract Time provided by this Section. The CITY will not consider any Contract Time extensions related to utility coordination matters including, but not limited to, utility relocations and conflicts, unless the utility relocation delays exceed the float time allowed by subsection 12.1.1.1.3 and also extend the Project Schedule's Critical Path.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

Section 4. Contract Price.

(a) CITY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). The CONTRACTOR's total compensation is **ONE HUNDRED SEVENTY-SIX THOUSAND SEVEN HUNDRED TWENTY-EIGHT DOLLARS AND TEN CENTS (\$176,728.10)** subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification, direct purchase of materials and no damage for delay provisions of the Contract Documents.

(d) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and

relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the Work of the CITY with its own forces, the work of other utility contractors and the work of others at the Project site.

Section 5. Payment Procedures.

(a) CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions. In the event an ENGINEER is not being utilized, Applications for Payment shall be forwarded to the CITY's Finance Accounts Payable Department.

(b) Progress Payments. CITY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, CITY shall pay the remainder of the Contract Price as provided in subsection 14.9.1

(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.

Section 6. Retainage and Withholding Payment for Breach

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) CITY may withhold payment equal to the product of the number of Days after Substantial Completion and the amount of liquidated damages set forth in Section 9 of this Contract for CONTRACTOR's material breach of contract where CONTRACTOR is behind schedule for Substantial Completion, and it is anticipated by CITY that the Work will not be completed within the Contract Time for Substantial Completion. The City may, at the CITY'S discretion, withhold the liquidated damage amount from subsequent Progress Payments. Any withheld payments held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by subsection 6.19.2 of the General Conditions.

Section 7. Contractor's Representations. In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, Work, locality, weather, Purchasing and Contracts Procedures, and with all local conditions and federal, state, and local laws, utility locations, ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations, examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, re-locations (temporary and permanent) and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Contract acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR by its study, excludes and releases the CITY from any implied warranties including but not limited to, those arising under the "Spearin Doctrine", that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

(g) The CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by the CITY, ENGINEER or any agent relating to compliance with the Contract Documents shall not operate as a waiver by the CITY of strict compliance with the terms and conditions of the Contract Documents.

(h) The CONTRACTOR declares and agrees that the CITY may require them to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by CITY are found to be Defective or fail in any way to comply with the Contract Documents. The CONTRACTOR acknowledges that the above two (2) years repair, replace and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) years repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties, Right-of-Way Permit Bond and/or Material and Workmanship Bond.

(i) The CONTRACTOR's resident Superintendent at the Work site shall be: _____ and this Superintendent only shall be utilized by the CONTRACTOR unless otherwise approved by the CITY Project Manager and following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for payment of all fines and penalties of any nature assessed to the CONTRACTOR or CITY or both by any governmental entity, district, authority, or other jurisdictional entity relating to all permits required for performance of the Work.

The CONTRACTOR acknowledges that the performance of this Contract may require one or more hauling, transportation, overweight, or oversize permits and/or compliance with CITY commercial hauling franchise requirements. The Contractor is solely responsible for identifying, obtaining, maintaining, and complying with all applicable permit and franchise requirements prior to and throughout the duration of the Contract.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a CITY, CONTRACTOR, and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints related to alleged damage caused by CONTRACTOR's performance of the Work within two (2) days of receipt of the complaint from citizens, ENGINEER, or the CITY. The CONTRACTOR shall utilize the "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to the CONTRACTOR by a citizen, the CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by the CONTRACTOR shall specifically identify the problem specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If the CONTRACTOR fails to respond within two (2) days, then the CITY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that the CITY owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that the CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. The CONTRACTOR authorizes the CITY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

Section 8. Contract Documents. The Contract Documents including the Bidding Documents and the Bid that was submitted by the CONTRACTOR for ITB-SWE-26-48 MULTI-SITE STORMWATER PIPE REHABILITATION & REPLACEMENT comprise the entire agreement between CITY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Contract.
- (b) Addenda.

- (c) Bid.
- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond.
- (f) Payment Bond.
- (g) Material and Workmanship Bond and/or Right-of-Way Permit Bond
- (h) Specifications.
- (i) Technical Specifications Provided in these Contract Documents
- (j) General Conditions.
- (k) Supplementary Conditions including any utility specific forms provided by the CITY's Utility Division.
- (l) Notice To Proceed.
- (m) Change Orders.
- (n) Certificate of Substantial Completion.
- (o) Certificate of Final Inspection and Completion
- (p) Certificate of Engineer.
- (q) CONTRACTOR's Release.
- (r) Drawings and Plans.
- (s) Supplemental Agreements.
- (t) CONTRACTOR's Waiver of Lien (Partial)
- (u) CONTRACTOR's Waiver of Lien (Final and Complete)
- (v) Subcontractor/Vendor's Waiver of Lien (Final and Complete)
- (w) Consent of Surety to Final Payment
- (x) Instructions to Bidders
- (y) CONTRACTOR's Insurance Requirements, Certificate, and Insurance Policies

There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

Section 9. Liquidated Damages.

(a) The CITY and CONTRACTOR recognize that time is essential to the performance of this Contract and CONTRACTOR recognizes that the CITY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the CITY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay CITY as liquidated damages, and not as a penalty, **ONE THOUSAND and No/100 DOLLARS (\$1000.00)** per Day for each Day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the CITY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the CITY's actual damages which may include but are not limited to expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work.

In Process

Section 10. Miscellaneous.

(a) Terms used in this Contract which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) CITY and CONTRACTOR each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Section 11. Contractor's Specific Consideration. In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, CITY specifically agrees to pay the CONTRACTOR the

sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of CITY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

Section 12. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by 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, to wit:

TO CONTRACTOR:

Robert W. Ackley, Jr.
American Civil Construction, Inc.
77 Hargrove Grade
Palm Coast, FL 32137

TO CITY:

City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

In Process

Section 13. Conflict of Interest.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the CITY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the CITY's Personnel Policies.

(b) The CONTRACTOR hereby certifies that no officer, agent, or employee of the CITY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Contract.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the CITY pursuant to this Contract will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

Section 14. Material Breaches of Contract.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree

that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by ENGINEER, the ENGINEER shall issue a stop work order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the stop work order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle CITY to terminate this Contract. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

Section 15. 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-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.

Section 16. 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 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.

Section 17. 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.

IN WITNESS WHEREOF, the parties hereto have signed this Contract. All portions of the Contract Documents have been signed or identified by the CITY and the CONTRACTOR.

CITY OF PALM COAST

AMERICAN CIVIL CONSTRUCTION, INC.

By: _____

By: _____

Authorized Signatory

Name: Michael McGlothlin

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

**QUALIFICATION FORM I
QUALIFICATION FORMS PACKAGE
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.

American Civil Construction, Inc
(Bidder Company Name)
By: 
Signature

Print: President
Print Name

Date: 05/07/2026

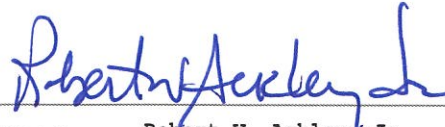
Title: President

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that American Civil Construction, Inc. [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 American Civil Construction, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Robert W. Ackley, Jr.
Title: President
Date: 05/07/2026

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 7th day of May, 2026 by Robert W. Ackley, Jr. [name of officer or agent, title of officer or agent] of American Civil Construction, Inc. [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.



Notary Public

[NOTARY SEAL]



Nathan Poolson

Name typed, printed or stamped

My Commission Expires: 01/23/2028

QUALIFICATION FORM K
FOREIGN COUNTRY OF CONCERN ATTESTATION

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.

American Civil Construction, 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: Robert W. Ackley, Jr.

Title: President

Signature: 

Date: 05/07/2026

QUALIFICATION FORM L
ANTI-HUMAN TRAFFICKING AFFIDAVIT

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

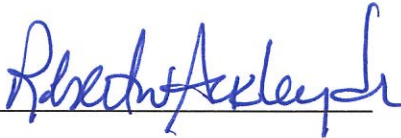
County of Flagler

American Civil Construction, Inc.

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of _____ (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: 05/07/2026

Signed: 

Entity: American Civil Construction, Inc. Name: Robert W. Ackley, Jr.

Title: President

Sworn to (or affirmed) and subscribed before me this 7th day of May, 2026, by Robert W. Ackley, Jr.

Notary Signature



PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known

OR Produced Identification _____

Type of Identification Produced _____



END OF SECTION



Appendix "E"
SITE #4 – 22 Edgely Ln, 8 Edgemont Ln and 26 Edgewater Dr
STORMWATER PIPE REPLACEMENT
SCOPE OF WORK

The Contractor shall provide all labor, materials, equipment, Maintenance of Traffic (MOT), erosion control, utility coordination, and site restoration required to complete the stormwater pipe replacement improvements at 22 Edgely Lane, 8 Edgemont Lane, and 26 Edgewater Drive, as shown in the project plans titled "EDGELY_EDGEMONT_EDGEWATER – PIPE REPLACEMENT_final.pdf."

The work includes, in general:

- Removal and proper disposal of existing culvert systems and associated concrete spillways at all three project locations.
- Installation of new stormwater pipe systems.
- Full concrete encasement (4000 PSI) around each pipe system per the details shown in the plans.
- Construction of new concrete spillways (Detail A and Detail B) at each site, replacing the existing structures.
- Removal and restoration of asphalt pavement within each roadway crossing, matching existing grades and pavement section.
- Protection of existing utilities; soft-dig as needed, and place flowable fill where required.
- Swale grading, stabilization, and sod restoration at all disturbed areas to maintain proper drainage flow.
- Implementation and maintenance of MOT and erosion control in accordance with MUTCD, FDOT, and City requirements.
- Preparation and submittal of final signed and sealed as-built drawings documenting all installed improvements.

All work must strictly conform to the project plans and applicable City of Palm Coast standards.

Bid Form – Site #4 (22 Edgely Ln, 8 Edgemont Ln and 26 Edgewater Dr)

ITEM #	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
1	Mobilization, MOT, Erosion Control.	1	LS	\$ 11,752.79	\$11,752.79
2	Removal & Disposal of Existing Culverts and Spillways (All 3 Sites).	1	LS	\$ 6,635.52	\$6,635.52
3	Furnish & Install HDPE Pipe Systems (Triple 24", Triple 24", Dual 30")	1	LS	\$65,580.78	\$65,580.78
4	Concrete Encasement (4000 PSI) for All Pipe Systems.	1	LS	\$31,697.00	\$31,697.00
5	Construct Concrete Spillways – Detail "A" (3 Sites).	1	LS	\$15,247.57	\$15,247.57
6	Construct Concrete Spillways – Detail "B" (3 Sites).	1	LS	\$15,247.58	\$15,247.58
7	Asphalt Removal (Combined Areas from All 3 Sites).	1	LS	\$ 5,232.22	\$5,232.22
8	Asphalt Pavement Restoration (Combined Areas from All 3 Sites).	1	LS	\$ 25,087.02	\$25,087.02
9	Utility Pole Relocations / Coordination with FPL (Edgewater Site).	1	LS	\$ 0.00	\$0.00
10	Swale Grading & Site Restoration (Sod, Finish Grading). (All Sites).	1	LS	\$ 1,158.50	\$1,158.50
11	Final As-Built Survey & Documentation.	1	LS	\$ 2,088.22	\$2,088.22
Total Bid Sum				\$	176,728.10

Site Locations







CONTRACT EXECUTIVE OVERVIEW (Construction)

Vendor Name S.E. Cline Construction, Inc.

Project Name: Multi-Site Stormwater Pipe Rehabilitation & Replacement

Bid/Reference # ITB-SWE-26-48 - SITE #7

Contract Value \$ 82,987.66

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): Y

If No, then Reviewed by
City Attorney: _____

Days to Substantial Completion 30

Days to Final Completion 30

City's Project Manager Carlos Brito

Engineer of Record City of Palm Coast

Brief Description/Purpose:

Construction Contract to provide all labor, materials, equipment, supervision, transportation, permitting, maintenance of traffic, and restoration necessary to complete multiple stormwater pipe replacement projects at various locations throughout the City.

Approvals:

Responsible Dept. Director _____ Date: _____

City Finance _____ Date: _____

City Attorney _____ Date: _____

City Manager _____ Date: _____

Vendor Contact Name and Email: Eric Rush info@clineconstruction.net



City of PALM COAST

Finance Department
Budget & Procurement Office

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

This DocuSign contains the Construction Contract (“Contract”) between your company and the City of Palm Coast for the **ITB-SWE-26-48**, known as the **Multi-Site Stormwater Pipe Rehabilitation & Replacement – SITE #7** Project.

Please DocuSign where indicated and please include your Company’s Project Superintendent’s name where indicated.

In addition to the Contract, the following must be provided with the Contract: *(please attach where indicated below)*

- Copy of Certificate of Liability, **listing the City as additional insured**, in the amounts as indicated in the original Invitation to Bid documents

- Copy of Payment and Performance Bonds

Once we receive the completed DocuSign back with the required attachments, I will review the attachments and let you know whether they are acceptable. Once I confirm with you that the Payment and Performance Bonds are acceptable, please record them with Flagler County Clerk’s office and return the **recorded original bonds** to my attention at the address above. Once the Contract completes our signature approval process, a completed fully executed copy will be returned via DocuSign to you for your records.

The term of the Contract is thirty (30) consecutive calendar days from Notice to Proceed Commencement Date to Substantial Completion with an additional thirty (30) consecutive calendar days from Substantial to Final Completion. Please note that liquidated damages do apply to this Contract and will be assessed at \$1,000.00 per day for each day the project extends beyond Substantial Completion, and an additional \$250.00 per day for each day the project extends beyond Final Completion.

At the conclusion of the project, a 2-year Material & Workmanship Bond will be required in the amount of 10% of the total project cost as outlined in the final Payment Application.

If you should have any questions, please don’t hesitate to contact me at any time.

Sincerely,

Shannon Nolan

Shannon Nolan
Procurement Coordinator



CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is dated as of the _____ day of _____, 2026, by and between S.E. CLINE CONSTRUCTION, INC., duly authorized to conduct business in the State of Florida, whose address is 18 Utility Drive, Palm Coast, FL 32137 hereinafter called the "CONTRACTOR", and THE CITY OF PALM COAST, a political subdivision of the State of Florida, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, hereinafter called the "CITY". CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WITNESSETH:

Section 1. Work. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all labor, materials, equipment, supervision, transportation, permitting, maintenance of traffic, and restoration necessary to complete multiple stormwater pipe replacement projects at various locations throughout the City of Palm Coast.

The Project for which the Work under the Contract Documents is a part is identified as:

- **PIPE REPLACEMENT SERVICES: SITE #7, 14 Fountain Gate Lane**

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean City of Palm Coast.

(b) Construction Engineering "CE" (post design services) is the CITY's Engineer or the CITY's contracted consultant for construction engineering services. According to the Contract Documents, "CE" shall mean City of Palm Coast.

Section 3. Contract Time.

(a) All provisions regarding Contract Time are essential to the performance of this Contract.

(b) The Work shall be substantially completed as described in subsection Project Manual ITB-SWE-26-48 14.13 of the General Conditions ("General Conditions"), within thirty (30) calendar days

beginning on the date of commencement as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) Float time is allocated specifically to the CONTRACTOR's responsibility for coordination of utility relocations by subsection 12.1.1.1.3 of the General Conditions is included in the Contract Time provided by this Section. The CITY will not consider any Contract Time extensions related to utility coordination matters including, but not limited to, utility relocations and conflicts, unless the utility relocation delays exceed the float time allowed by subsection 12.1.1.1.3 and also extend the Project Schedule's Critical Path.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

Section 4. Contract Price.

(a) CITY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). The CONTRACTOR's total compensation is **EIGHTY-TWO THOUSAND NINE HUNDRED EIGHTY-SEVEN DOLLARS AND SIXTY-SIX CENTS (\$82,987.66)** subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification, direct purchase of materials and no damage for delay provisions of the Contract Documents.

(d) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and

relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the Work of the CITY with its own forces, the work of other utility contractors and the work of others at the Project site.

Section 5. Payment Procedures.

(a) CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions. In the event an ENGINEER is not being utilized, Applications for Payment shall be forwarded to the CITY's Finance Accounts Payable Department.

(b) Progress Payments. CITY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, CITY shall pay the remainder of the Contract Price as provided in subsection 14.9.1

(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.

Section 6. Retainage and Withholding Payment for Breach

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) CITY may withhold payment equal to the product of the number of Days after Substantial Completion and the amount of liquidated damages set forth in Section 9 of this Contract for CONTRACTOR's material breach of contract where CONTRACTOR is behind schedule for Substantial Completion, and it is anticipated by CITY that the Work will not be completed within the Contract Time for Substantial Completion. The City may, at the CITY'S discretion, withhold the liquidated damage amount from subsequent Progress Payments. Any withheld payments held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by subsection 6.19.2 of the General Conditions.

Section 7. Contractor's Representations. In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, Work, locality, weather, Purchasing and Contracts Procedures, and with all local conditions and federal, state, and local laws, utility locations, ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations, examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, re-locations (temporary and permanent) and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Contract acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR by its study, excludes and releases the CITY from any implied warranties including but not limited to, those arising under the "Spearin Doctrine", that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

(g) The CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by the CITY, ENGINEER or any agent relating to compliance with the Contract Documents shall not operate as a waiver by the CITY of strict compliance with the terms and conditions of the Contract Documents.

(h) The CONTRACTOR declares and agrees that the CITY may require them to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by CITY are found to be Defective or fail in any way to comply with the Contract Documents. The CONTRACTOR acknowledges that the above two (2) years repair, replace and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) years repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties, Right-of-Way Permit Bond and/or Material and Workmanship Bond.

(i) The CONTRACTOR's resident Superintendent at the Work site shall be: _____ and this Superintendent only shall be utilized by the CONTRACTOR unless otherwise approved by the CITY Project Manager and following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for payment of all fines and penalties of any nature assessed to the CONTRACTOR or CITY or both by any governmental entity, district, authority, or other jurisdictional entity relating to all permits required for performance of the Work.

The CONTRACTOR acknowledges that the performance of this Contract may require one or more hauling, transportation, overweight, or oversize permits and/or compliance with CITY commercial hauling franchise requirements. The Contractor is solely responsible for identifying, obtaining, maintaining, and complying with all applicable permit and franchise requirements prior to and throughout the duration of the Contract.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a CITY, CONTRACTOR, and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints related to alleged damage caused by CONTRACTOR's performance of the Work within two (2) days of receipt of the complaint from citizens, ENGINEER, or the CITY. The CONTRACTOR shall utilize the "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to the CONTRACTOR by a citizen, the CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by the CONTRACTOR shall specifically identify the problem specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If the CONTRACTOR fails to respond within two (2) days, then the CITY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that the CITY owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that the CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. The CONTRACTOR authorizes the CITY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

Section 8. Contract Documents. The Contract Documents including the Bidding Documents and the Bid that was submitted by the CONTRACTOR for ITB-SWE-26-48 MULTI-SITE STORMWATER PIPE REHABILITATION & REPLACEMENT comprise the entire agreement between CITY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Contract.
- (b) Addenda.

- (c) Bid.
- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond.
- (f) Payment Bond.
- (g) Material and Workmanship Bond and/or Right-of-Way Permit Bond
- (h) Specifications.
- (i) Technical Specifications Provided in these Contract Documents
- (j) General Conditions.
- (k) Supplementary Conditions including any utility specific forms provided by the CITY's Utility Division.
- (l) Notice To Proceed.
- (m) Change Orders.
- (n) Certificate of Substantial Completion.
- (o) Certificate of Final Inspection and Completion
- (p) Certificate of Engineer.
- (q) CONTRACTOR's Release.
- (r) Drawings and Plans.
- (s) Supplemental Agreements.
- (t) CONTRACTOR's Waiver of Lien (Partial)
- (u) CONTRACTOR's Waiver of Lien (Final and Complete)
- (v) Subcontractor/Vendor's Waiver of Lien (Final and Complete)
- (w) Consent of Surety to Final Payment
- (x) Instructions to Bidders
- (y) CONTRACTOR's Insurance Requirements, Certificate, and Insurance Policies

There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

Section 9. Liquidated Damages.

(a) The CITY and CONTRACTOR recognize that time is essential to the performance of this Contract and CONTRACTOR recognizes that the CITY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the CITY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay CITY as liquidated damages, and not as a penalty, **ONE THOUSAND and No/100 DOLLARS (\$1000.00)** per Day for each Day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the CITY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the CITY's actual damages which may include but are not limited to expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work.

In Process

Section 10. Miscellaneous.

(a) Terms used in this Contract which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) CITY and CONTRACTOR each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Section 11. Contractor's Specific Consideration. In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, CITY specifically agrees to pay the CONTRACTOR the

sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of CITY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

Section 12. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by 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, to wit:

TO CONTRACTOR:

Eric Rush
S.E. Cline Construction, Inc.
18 Utility Drive
Palm Coast, FL 32137

TO CITY:

City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

In Process

Section 13. Conflict of Interest.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the CITY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the CITY's Personnel Policies.

(b) The CONTRACTOR hereby certifies that no officer, agent, or employee of the CITY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Contract.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the CITY pursuant to this Contract will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

Section 14. Material Breaches of Contract.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree

that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by ENGINEER, the ENGINEER shall issue a stop work order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the stop work order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle CITY to terminate this Contract. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

Section 15. 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.

Section 16. 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 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.

Section 17. 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.

IN WITNESS WHEREOF, the parties hereto have signed this Contract. All portions of the Contract Documents have been signed or identified by the CITY and the CONTRACTOR.

CITY OF PALM COAST

S.E. CLINE CONSTRUCTION, INC.

By: _____

By: _____

Authorized Signatory

Name: Michael McGlothlin

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

**QUALIFICATION FORM I
QUALIFICATION FORMS PACKAGE
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.

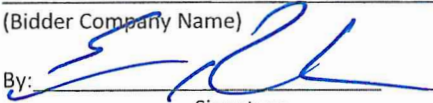
C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify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

S.E. Cline Construction, Inc.
(Bidder Company Name)

By: 
Signature

Print: Eric Rush
Print Name

Date: May 7, 2026

Title: Vice President



Modernize the employment eligibility verification process today!

[Learn More](#)

My Company Profile

Company Information

Company Name S. E. Cline Construction, Inc.	Doing Business As (DBA) Name S. E. Cline Construction, Inc.
Company ID 2011675	Enrollment Date Oct 30, 2022
Employer Identification Number (EIN) 593370544	Unique Entity Identifier (UEI) —
DUNS Number —	Total Number of Employees 20 to 99
NAICS Code 237	Sector Construction
Subsector Heavy and Civil Engineering Construction	

[Edit Company Information](#)

Employer Category

Employer Category
None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address
18 Utility Dr
Palm Coast, FL 32137

Mailing Address
P. O. Box 354425
Palm Coast, FL 32135

[Edit Company Addresses](#)

Hiring Sites

Number of Sites
1

[Edit Hiring Sites](#)

Company Access

My Company is configured to:
Verify Its Own Employees

Memorandum of Understanding
[View Current MOU](#)





S.E. Cline Construction, Inc.
P.O. Box 354425
18 Utility Drive
Palm Coast, Florida 32135

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that S.E. Cline Construction, 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 S.E. Cline Construction, Inc.'s proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Eric Rush
Title: Vice President
Date: May 7, 2026

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 7th day of May, 2026 by Eric Rush, Vice President of S.E. Cline Construction, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

Jamie Wright
Notary Public



JAMIE WRIGHT
Commission # HH 537636
Expires June 11, 2028

Jamie Wright
Name typed, printed or stamped

My Commission Expires: June 11, 2028

QUALIFICATION FORM K
FOREIGN COUNTRY OF CONCERN ATTESTATION

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.](#)

S.E. Cline Construction, 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: Eric Rush

Title: Vice President

Signature: 

Date: May 7, 2026

QUALIFICATION FORM L
ANTI-HUMAN TRAFFICKING AFFIDAVIT

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Flagler

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of S.E. Cline Cons., 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: May 7, 2026

Signed: 

Entity: S.E. Cline Cons., Inc.

Name: Eric Rush

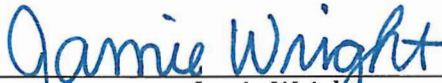
Title: Vice President

Sworn to (or affirmed) and subscribed before me this 7th day of May, 2026, by Eric Rush.



JAMIE WRIGHT
Commission # HH 537636
Expires June 11, 2028

Notary Signature



Jamie Wright
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known

OR Produced Identification _____

Type of Identification Produced _____

END OF SECTION



Appendix "H"
SITE #7 – 14 FOUNTAIN GATE LANE
STORMWATER PIPE REPLACEMENT & DRAINAGE IMPROVEMENTS
SCOPE OF WORK

The Work consists of replacing failing stormwater culverts, rebuilding one catch basin structure, restoring roadway and a concrete driveway, and regrading a significant section of swale as shown on the construction plan set titled "14 FOUNTAIN GATE LANE – DRNG IMPRV" (Sheets C-3 and C-4).

The Contractor shall provide all labor, materials, equipment, MOT, erosion control, and restoration to perform the following work:

- Remove existing culvert (22"x13" CMP)
- Remove existing catch basin
- Construct new CMP culvert system.
- Asphalt pavement removal & replacement.
- Driveway removal & replacement:
- Swale regrading:
- Utility protections:
- Provide MOT, erosion control, site stabilization, and final signed & sealed as-built drawings.

All work shall strictly conform to "14 FOUNTAIN GATE LANE – DRNG IMPRV"

In Process

Bid Form – Site #7 (FOUNTAIN GATE LANE)

ITEM #	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
1	Mobilization, MOT, Erosion Control.	1	LS	\$ 5,394.60	\$ 5,394.60
2	Remove & Dispose of Existing Culverts (22"x13" CMP).	1	LS	\$ 13,189.47	\$ 13,189.47
3	Remove FDOT Type "C" Catch Basin.	1	LS	\$ 3,949.57	\$ 3,949.57
4	Furnish & Install 21"x15" CMP Pipe (Concrete Encasement).	1	LS	\$ 19,195.05	\$ 19,195.05
5	Install Concrete Mitered End Sections.	1	LS	\$ 1,521.00	\$ 1,521.00
6	Asphalt Removal (≈2,400 sq ft).	1	LS	\$ 7,484.90	\$ 7,484.90
7	Asphalt Pavement Restoration (≈2,400 sq ft).	1	LS	\$ 7,020.00	\$ 7,020.00
8	Remove Concrete Driveway (≈330 sq ft).	1	LS	\$ 3,949.57	\$ 3,949.57
9	Install New Concrete Driveway (≈330 sq ft).	1	LS	\$ 4,440.15	\$ 4,440.15
10	Swale Regrading.	1	LS	\$ 11,227.35	\$ 11,227.35
11	Sod & Site Restoration.	1	LS	\$ 3,861.00	\$ 3,861.00
12	Final As-Built Survey & Documentation.	1	LS	\$ 1,755.00	\$ 1,755.00
Total Bid Sum				\$	82,987.66



CONTRACT EXECUTIVE OVERVIEW (Construction)

Vendor Name S.E. Cline Construction, Inc.

Project Name: Multi-Site Stormwater Pipe Rehabilitation & Replacement

Bid/Reference # ITB-SWE-26-48 - SITE #9

Contract Value \$ 105,138.59

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): Y

If No, then Reviewed by
City Attorney: _____

Days to Substantial Completion 30

Days to Final Completion 30

City's Project Manager Carlos Brito

Engineer of Record City of Palm Coast

Brief Description/Purpose:

Construction Contract to provide all labor, materials, equipment, supervision, transportation, permitting, maintenance of traffic, and restoration necessary to complete multiple stormwater pipe replacement projects at various locations throughout the City.

Approvals:

Responsible Dept. Director _____ Date: _____

City Finance _____ Date: _____

City Attorney _____ Date: _____

City Manager _____ Date: _____

Vendor Contact Name and Email: Eric Rush info@clineconstruction.net



City of PALM COAST

Finance Department
Budget & Procurement Office

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

This DocuSign contains the Construction Contract (“Contract”) between your company and the City of Palm Coast for the **ITB-SWE-26-48**, known as the **Multi-Site Stormwater Pipe Rehabilitation & Replacement – SITE #9** Project.

Please DocuSign where indicated and please include your Company’s Project Superintendent’s name where indicated.

In addition to the Contract, the following must be provided with the Contract: *(please attach where indicated below)*

- Copy of Certificate of Liability, **listing the City as additional insured**, in the amounts as indicated in the original Invitation to Bid documents

- Copy of Payment and Performance Bonds

Once we receive the completed DocuSign back with the required attachments, I will review the attachments and let you know whether they are acceptable. Once I confirm with you that the Payment and Performance Bonds are acceptable, please record them with Flagler County Clerk’s office and return the **recorded original bonds** to my attention at the address above. Once the Contract completes our signature approval process, a completed fully executed copy will be returned via DocuSign to you for your records.

The term of the Contract is thirty (30) consecutive calendar days from Notice to Proceed Commencement Date to Substantial Completion with an additional thirty (30) consecutive calendar days from Substantial to Final Completion. Please note that liquidated damages do apply to this Contract and will be assessed at \$1,000.00 per day for each day the project extends beyond Substantial Completion, and an additional \$250.00 per day for each day the project extends beyond Final Completion.

At the conclusion of the project, a 2-year Material & Workmanship Bond will be required in the amount of 10% of the total project cost as outlined in the final Payment Application.

If you should have any questions, please don’t hesitate to contact me at any time.

Sincerely,

Shannon Nolan

Shannon Nolan
Procurement Coordinator



CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is dated as of the _____ day of _____, 2026, by and between S.E. CLINE CONSTRUCTION, INC., duly authorized to conduct business in the State of Florida, whose address is 18 Utility Drive, Palm Coast, FL 32137 hereinafter called the "CONTRACTOR", and THE CITY OF PALM COAST, a political subdivision of the State of Florida, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, hereinafter called the "CITY". CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WITNESSETH:

Section 1. Work. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all labor, materials, equipment, supervision, transportation, permitting, maintenance of traffic, and restoration necessary to complete multiple stormwater pipe replacement projects at various locations throughout the City of Palm Coast.

The Project for which the Work under the Contract Documents is a part is identified as:

PIPE REPLACEMENT SERVICES: SITE #9, 3 Westmar Place

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean City of Palm Coast.

(b) Construction Engineering "CE" (post design services) is the CITY's Engineer or the CITY's contracted consultant for construction engineering services. According to the Contract Documents, "CE" shall mean City of Palm Coast.

Section 3. Contract Time.

(a) All provisions regarding Contract Time are essential to the performance of this Contract.

(b) The Work shall be substantially completed as described in subsection Project Manual ITB-SWE-26-48 14.13 of the General Conditions ("General Conditions"), within thirty (30) calendar days beginning on the date of commencement as provided in subsection 2.2 of the General Conditions. The

Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) Float time is allocated specifically to the CONTRACTOR's responsibility for coordination of utility relocations by subsection 12.1.1.1.3 of the General Conditions is included in the Contract Time provided by this Section. The CITY will not consider any Contract Time extensions related to utility coordination matters including, but not limited to, utility relocations and conflicts, unless the utility relocation delays exceed the float time allowed by subsection 12.1.1.1.3 and also extend the Project Schedule's Critical Path.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

Section 4. Contract Price.

(a) CITY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). The CONTRACTOR's total compensation is **ONE HUNDRED FIVE THOUSAND ONE HUNDRED THIRTY-EIGHT DOLLARS AND FIFTY-NINE CENTS (\$105,138.59)** subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification, direct purchase of materials and no damage for delay provisions of the Contract Documents.

(d) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated

(temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the Work of the CITY with its own forces, the work of other utility contractors and the work of others at the Project site.

Section 5. Payment Procedures.

(a) CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions. In the event an ENGINEER is not being utilized, Applications for Payment shall be forwarded to the CITY's Finance Accounts Payable Department.

(b) Progress Payments. CITY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, CITY shall pay the remainder of the Contract Price as provided in subsection 14.9.1

(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.

Section 6. Retainage and Withholding Payment for Breach

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) CITY may withhold payment equal to the product of the number of Days after Substantial Completion and the amount of liquidated damages set forth in Section 9 of this Contract for CONTRACTOR's material breach of contract where CONTRACTOR is behind schedule for Substantial Completion, and it is anticipated by CITY that the Work will not be completed within the Contract Time for Substantial Completion. The City may, at the CITY'S discretion, withhold the liquidated damage amount from subsequent Progress Payments. Any withheld payments held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by subsection 6.19.2 of the General Conditions.

Section 7. Contractor's Representations. In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, Work, locality, weather, Purchasing and Contracts Procedures, and with all local conditions and federal, state, and local laws, utility locations, ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations, examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, re-locations (temporary and permanent) and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Contract acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR by its study, excludes and releases the CITY from any implied warranties including but not limited to, those arising under the "Spearin Doctrine", that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

(g) The CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by the CITY, ENGINEER or any agent relating to compliance with the Contract Documents shall not operate as a waiver by the CITY of strict compliance with the terms and conditions of the Contract Documents.

(h) The CONTRACTOR declares and agrees that the CITY may require them to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by CITY are found to be Defective or fail in any way to comply with the Contract Documents. The CONTRACTOR acknowledges that the above two (2) years repair, replace and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) years repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties, Right-of-Way Permit Bond and/or Material and Workmanship Bond.

(i) The CONTRACTOR's resident Superintendent at the Work site shall be: _____ and this Superintendent only shall be utilized by the CONTRACTOR unless otherwise approved by the CITY Project Manager and following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for payment of all fines and penalties of any nature assessed to the CONTRACTOR or CITY or both by any governmental entity, district, authority, or other jurisdictional entity relating to all permits required for performance of the Work.

The CONTRACTOR acknowledges that the performance of this Contract may require one or more hauling, transportation, overweight, or oversize permits and/or compliance with CITY commercial hauling franchise requirements. The Contractor is solely responsible for identifying, obtaining, maintaining, and complying with all applicable permit and franchise requirements prior to and throughout the duration of the Contract.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a CITY, CONTRACTOR, and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints related to alleged damage caused by CONTRACTOR's performance of the Work within two (2) days of receipt of the complaint from citizens, ENGINEER, or the CITY. The CONTRACTOR shall utilize the "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to the CONTRACTOR by a citizen, the CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by the CONTRACTOR shall specifically identify the problem specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If the CONTRACTOR fails to respond within two (2) days, then the CITY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that the CITY owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that the CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. The CONTRACTOR authorizes the CITY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

Section 8. Contract Documents. The Contract Documents including the Bidding Documents and the Bid that was submitted by the CONTRACTOR for ITB-SWE-26-48 MULTI-SITE STORMWATER PIPE REHABILITATION & REPLACEMENT comprise the entire agreement between CITY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Contract.
- (b) Addenda.

- (c) Bid.
- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond.
- (f) Payment Bond.
- (g) Material and Workmanship Bond and/or Right-of-Way Permit Bond
- (h) Specifications.
- (i) Technical Specifications Provided in these Contract Documents
- (j) General Conditions.
- (k) Supplementary Conditions including any utility specific forms provided by the CITY's Utility Division.
- (l) Notice To Proceed.
- (m) Change Orders.
- (n) Certificate of Substantial Completion.
- (o) Certificate of Final Inspection and Completion
- (p) Certificate of Engineer.
- (q) CONTRACTOR's Release.
- (r) Drawings and Plans.
- (s) Supplemental Agreements.
- (t) CONTRACTOR's Waiver of Lien (Partial)
- (u) CONTRACTOR's Waiver of Lien (Final and Complete)
- (v) Subcontractor/Vendor's Waiver of Lien (Final and Complete)
- (w) Consent of Surety to Final Payment
- (x) Instructions to Bidders
- (y) CONTRACTOR's Insurance Requirements, Certificate, and Insurance Policies

There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

Section 9. Liquidated Damages.

(a) The CITY and CONTRACTOR recognize that time is essential to the performance of this Contract and CONTRACTOR recognizes that the CITY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the CITY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay CITY as liquidated damages, and not as a penalty, **ONE THOUSAND and No/100 DOLLARS (\$1000.00)** per Day for each Day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the CITY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the CITY's actual damages which may include but are not limited to expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work.

In Process

Section 10. Miscellaneous.

(a) Terms used in this Contract which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) CITY and CONTRACTOR each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Section 11. Contractor's Specific Consideration. In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, CITY specifically agrees to pay the CONTRACTOR the

sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of CITY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

Section 12. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by 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, to wit:

TO CONTRACTOR:

Eric Rush
S.E. Cline Construction, Inc.
18 Utility Drive
Palm Coast, FL 32137

TO CITY:

City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

In Process

Section 13. Conflict of Interest.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the CITY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the CITY's Personnel Policies.

(b) The CONTRACTOR hereby certifies that no officer, agent, or employee of the CITY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Contract.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the CITY pursuant to this Contract will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

Section 14. Material Breaches of Contract.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree

that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by ENGINEER, the ENGINEER shall issue a stop work order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the stop work order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle CITY to terminate this Contract. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

Section 15. 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.

Section 16. 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 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.

Section 17. 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.

IN WITNESS WHEREOF, the parties hereto have signed this Contract. All portions of the Contract Documents have been signed or identified by the CITY and the CONTRACTOR.

CITY OF PALM COAST

S.E. CLINE CONSTRUCTION, INC.

By: _____

By: _____

Authorized Signatory

Name: Michael McGlothlin

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

**QUALIFICATION FORM I
QUALIFICATION FORMS PACKAGE
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.

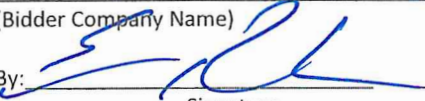
C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify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

S.E. Cline Construction, Inc.
(Bidder Company Name)

By: 
Signature

Print: Eric Rush
Print Name

Date: May 7, 2026

Title: Vice President



Modernize the employment eligibility verification process today!

[Learn More](#)

My Company Profile

Company Information

Company Name S. E. Cline Construction, Inc.	Doing Business As (DBA) Name S. E. Cline Construction, Inc.
Company ID 2011675	Enrollment Date Oct 30, 2022
Employer Identification Number (EIN) 593370544	Unique Entity Identifier (UEI) —
DUNS Number —	Total Number of Employees 20 to 99
NAICS Code 237	Sector Construction
Subsector Heavy and Civil Engineering Construction	

[Edit Company Information](#)

Employer Category

Employer Category
None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address
18 Utility Dr
Palm Coast, FL 32137

Mailing Address
P. O. Box 354425
Palm Coast, FL 32135

[Edit Company Addresses](#)

Hiring Sites

Number of Sites
1

[Edit Hiring Sites](#)

Company Access

My Company is configured to:
Verify Its Own Employees

Memorandum of Understanding
[View Current MOU](#)





S.E. Cline Construction, Inc.
P.O. Box 354425
18 Utility Drive
Palm Coast, Florida 32135

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that S.E. Cline Construction, 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 S.E. Cline Construction, Inc.'s proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Eric Rush
Title: Vice President
Date: May 7, 2026

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 7th day of May, 2026 by Eric Rush, Vice President of S.E. Cline Construction, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

Notary Public



JAMIE WRIGHT
Commission # HH 537636
Expires June 11, 2028

Jamie Wright
Name typed, printed or stamped

My Commission Expires: June 11, 2028

QUALIFICATION FORM K
FOREIGN COUNTRY OF CONCERN ATTESTATION

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.](#)

S.E. Cline Construction, 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: Eric Rush

Title: Vice President

Signature: 

Date: May 7, 2026

QUALIFICATION FORM L
ANTI-HUMAN TRAFFICKING AFFIDAVIT

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Flagler

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of S.E. Cline Cons., 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: May 7, 2026

Signed: 

Entity: S.E. Cline Cons., Inc.

Name: Eric Rush

Title: Vice President

Sworn to (or affirmed) and subscribed before me this 7th day of May, 2026, by Eric Rush.



JAMIE WRIGHT
Commission # HH 537636
Expires June 11, 2028

Notary Signature



Jamie Wright
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known

OR Produced Identification _____

Type of Identification Produced _____

END OF SECTION



Appendix "J"
SITE #9 – 3 WESTMAR PLACE
STORMWATER PIPE REPLACEMENT
SCOPE OF WORK

The Contractor shall provide all labor, materials, equipment, Maintenance of Traffic (MOT), erosion control, utility coordination, and site restoration required to complete the stormwater improvements described in the construction plans titled "3 Westmar Place – Pipe Replacement_final.pdf."

The Work includes, in general:

- Removal and proper disposal of existing stormwater structures and culvert components identified for demolition.
- Grout-filling of existing pipes and structures as shown in the plans.
- Installation of new stormwater pipe, structures, and appurtenances, including culverts, catch basins, and mitered end sections.
- Construction of all associated concrete work, including end treatments, spillways, and any impacted driveway or pavement features.
- Excavation, backfilling, grading, and stabilization of all disturbed areas to restore proper drainage and match adjacent conditions.
- Protection of existing utilities and coordination with utility agencies as required.
- Removal and replacement of pavement, sidewalks, or driveways impacted by construction, matching existing grades and sections.
- Implementation and maintenance of MOT and erosion control per applicable City, FDOT, and MUTCD standards.
- Final site cleanup, restoration, and sod installation.
- Submission of final signed and sealed as-built drawings documenting all installed improvements.

All work shall conform to the project plans and all applicable City of Palm Coast standards and specifications.

Bid Form – SITE #9 – 3 WESTMAR PLACE

ITEM #	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
1	Mobilization, Maintenance of Traffic (MOT), and erosion/sediment control per plan notes and MUTCD/FDOT requirements.	1	LS	\$ 5,489.16	\$ 5,489.16
2	Removal of existing catch basin.	1	LS	\$ 4,534.57	\$ 4,534.57
3	Grout-fill of existing 14"x22" CMP culverts and existing storm drain manhole.	1	LS	\$ 3,510.00	\$ 3,510.00
4	Furnish and install new 24-inch HDPE storm pipe (mainline connection between Westmar Pl and Westmoreland Dr).	1	LS	\$ 22,927.35	\$ 22,927.35
5	Install new FDOT Type "C" catch basin (3.5' x 4.5') with throat elevation and grate per detail.	1	LS	\$ 7,837.45	\$ 7,837.45
6	Construct new concrete mitered end section at outfall per FDOT.	1	LS	\$ 1,228.50	\$ 1,228.50
7	Remove and reconstruct impacted concrete driveways (two areas), matching existing grades and section.	1	LS	\$ 15,032.95	\$ 15,032.95
8	Install driveway culvert(s): 13"x17" CMP with concrete mitered end sections at inverts shown on plans.	1	LS	\$ 15,216.26	\$ 15,216.26
9	Swale grading and stabilization; sod all disturbed areas; match existing grades per shallow-swale sections.	1	LS	\$ 14,152.35	\$ 14,152.35
10	Utility protection and coordination (Sunshine 811); soft-dig and apply flowable fill if minimum separations cannot be met.	1	LS	\$ 12,285.00	\$ 12,285.00
11	Final signed & sealed as-built survey and documentation per City requirements.	1	LS	\$ 2,925.00	\$ 2,925.00
Total Bid Sum				\$	105,138.59



City of PALM COAST

Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: ITB-SWE-26-48 Multi-Site Stormwater Pipe Rehabilitation & Replacement

Date: 5/18/2026

Appeal Deadline: Appeals must be filed by 5:00 PM on 5/21/2026

Firm	Individual Project	Bid
American Civil Construction, Inc. Palm Coast, FL	164 Rolling Sands Drive Site #2	\$95,040.58
American Civil Construction, Inc. Palm Coast, FL	Franciscan Frankford (Phase 2) Site #3	\$102,203.29
American Civil Construction, Inc. Palm Coast, FL	26 Edgewater Drive, 22 Edgely Lane, 8 Edgemont Lane Site #4	\$176,728.10
S.E. Cline Construction, Inc. Palm Coast, FL	14 Fountain Gate Lane Site #7	\$82,987.66
S.E. Cline Construction, Inc. Palm Coast, FL	3 Westmar Place Site #9	\$105,138.59
DB Civil Construction, LLC St. Augustine, FL	Non-Responsible (Missing requested license)	



Insituform Technologies, LLC St. Louis, MO	Non-Responsible (Missing requested license)
---	--

The intent of the City of Palm Coast is to award ITB-SWE-26-48 to American Civil Construction, Inc. and S.E. Cline Construction, Inc.

Cc: Contract Coordinator, Project Manager, BPO 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 Acting Deputy City Manager, Kyle Berryhill (kberryhill@palmcoastgov.com) shall constitute a waiver of the protest proceedings.



ITB-SWE-26-48 - Multi-Site Stormwater Pipe Rehabilitation & Replacement

Project Overview

Project Details	
Reference ID	ITB-SWE-26-48
Project Name	Multi-Site Stormwater Pipe Rehabilitation & Replacement
Project Owner	Shannon Nolan
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The City of Palm Coast is soliciting bids from qualified contractors to furnish all labor, materials, equipment, supervision, transportation, permitting, maintenance of traffic, and restoration necessary to complete multiple stormwater pipe replacement projects at various locations throughout the City of Palm Coast.
Open Date	Apr 15, 2026 8:00 AM EDT
Intent to Bid Due	May 06, 2026 2:00 PM EDT
Close Date	May 07, 2026 2:00 PM EDT

Highest Scoring Supplier	Score
S.E. Cline Construction, Inc.	100 pts



Seal status

Requested Information	Unsealed on	Unsealed by
Section 00100, Forms A-L (Except Form C), and Bidder Profile Sheet	May 07, 2026 2:01 PM EDT	Shannon Nolan
Section 00200, Forms A-F, and REVISED Bidder Bid Form	May 07, 2026 2:01 PM EDT	Shannon Nolan
Addendum 1	May 07, 2026 2:01 PM EDT	Shannon Nolan
Construction Forms 5 & 6	May 07, 2026 2:01 PM EDT	Shannon Nolan
Bid Form A Cost Sheet	May 07, 2026 2:01 PM EDT	Shannon Nolan
Section 00100, Form C Financial Statements	May 07, 2026 2:01 PM EDT	Shannon Nolan
Florida Contractor's License	May 07, 2026 2:01 PM EDT	Shannon Nolan
Bid Security	May 07, 2026 2:01 PM EDT	Shannon Nolan
Underground Utility License	May 07, 2026 2:01 PM EDT	Shannon Nolan
Bid Form A: Appendix "B" Site # 1 - 38 Rosepetal Lane	May 07, 2026 2:01 PM EDT	Shannon Nolan
Bid Form A: Appendix "C" Site #2 – 164 Rolling Sands Drive	May 07, 2026 2:01 PM EDT	Shannon Nolan
Bid Form A: Appendix "D" Site #3 – Franciscan @ Frankford (PHASE 2)	May 07, 2026 2:01 PM EDT	Shannon Nolan



Bid Form A: Appendix "E" Site #4 – 22 Edgely Ln, 8 Edgemont Ln and 26 Edgewater Dr	May 07, 2026 2:01 PM EDT	Shannon Nolan
Bid Form A: Appendix "F" Site #5 – 1 Buffalo Meadow Lane	May 07, 2026 2:01 PM EDT	Shannon Nolan
Bid Form A: Appendix "G" Site #6 – 10 Emerald Lane	May 07, 2026 2:01 PM EDT	Shannon Nolan
Bid Form A: Appendix "H" Site #7 – 14 Fountain Gate Lane	May 07, 2026 2:01 PM EDT	Shannon Nolan
Bid Form A: Appendix "I" Site #8 – 21 Woodbury Drive	May 07, 2026 2:01 PM EDT	Shannon Nolan
Bid Form A: Appendix "J" Site #9 – 3 Westmar Place	May 07, 2026 2:01 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?
andy hyatt	May 07, 2026 2:25 PM EDT	No
Carmelo Morales	May 07, 2026 2:52 PM EDT	No
Shannon Nolan	May 07, 2026 2:02 PM EDT	No
Sina Vedadi Moghadam	May 07, 2026 2:08 PM EDT	No
Michael Vespucci	May 12, 2026 9:58 AM EDT	No
John Prior	May 08, 2026 1:50 PM EDT	No
Carlos Dominguez Brito	May 07, 2026 2:12 PM EDT	No



Project Criteria

Criteria	Points	Description
Administrative Review	Pass/Fail	All documents completed and submitted as requested.
Technical Review Qualification 00100	Pass/Fail	Review Qualification Forms A-I and References
Technical Review Qualification 00200	Pass/Fail	Review Bid Forms 00200 A-F
Technical Review Construction Forms	Pass/Fail	Review Forms 5 & 6
Admin Review Addenda	Pass/Fail	Ensure Addenda (If Issued) are returned signed/dated
Bid Schedule Form	100 pts	Bid Schedule - Lump Sum
Admin Financial Review	Pass/Fail	Review Form C
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Administrative Review	Technical Review Qualification 00100	Technical Review Qualification 00200	Technical Review Construction Forms
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
S.E. Cline Construction, Inc.	100 pts	Pass	Pass	Pass	Pass
American Civil Construction Inc	94.55 pts	Pass	Pass	Pass	Pass
4C'S Trucking and Excavation, Inc.	70.45 pts	Pass	Pass	Pass	Pass
GPS Civil Construction, Inc	47 pts	Pass	Pass	Pass	Pass



	Admin Review Addenda	Bid Schedule Form	Admin Financial Review
Supplier	Pass/Fail	/ 100 pts	Pass/Fail
S.E. Cline Construction, Inc.	Pass	100 pts (\$910,019.68)	Pass
American Civil Construction Inc	Pass	94.55 pts (\$962,469.90)	Pass
4C'S Trucking and Excavation, Inc.	Pass	70.45 pts (\$1,291,719.87)	Pass
GPS Civil Construction, Inc	Pass	47 pts (\$1,936,100.00)	Pass



Eliminated Submissions

	Administrative Review	Technical Review Qualification 00100	Technical Review Qualification 00200	Technical Review Construction Forms	Admin Review Addenda
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Insituform Technologies USA, LLC	Fail	Fail	Mixed	Mixed	Pass
DB Civil Construction	Fail	Pass	Pass	-	-

	Bid Schedule Form	Admin Financial Review
Supplier	/ 100 pts	Pass/Fail
Insituform Technologies USA, LLC	100 pts (\$2,333,266.38)	Pass



	Bid Schedule Form	Admin Financial Review
Supplier	/ 100 pts	Pass/Fail
DB Civil Construction	-	-



Reason

Supplier	Disqualified by	Reason
DB Civil Construction	Shannon Nolan	Non-responsible, missing license
Insituform Technologies USA, LLC	Shannon Nolan	Non-responsible, missing license