

City of Palm Coast, Florida Agenda Item

Agenda Date: August 4, 2026

Agenda Item:
F.2

Department UTILITY Division PROJECT ENGINEERING AND CONSTRUCTION	Amount \$585,000.00 Org/Account # 54029084-063030-81067
Subject: RESOLUTION 2026-XX APPROVING A CONTRACT WITH PBM CONSTRUCTORS INC. FOR THE INSTALLATION OF KUBOTA MEMBRANES AT WASTEWATER TREATMENT FACILITY #2	
Presenter: Brian Roche, Director of Utility	
Attachments: 1. RESOLUTION 2. NOTICE OF INTENT TO AWARD 3. BONFIRE EXECUTIVE SUMMARY 4. DRAFT CONTRACT	
Background: Council Priority: D. Sustainable Environment and Infrastructure Wastewater Treatment Facility (WWTF) No. 2, originally constructed in 2018, is a membrane bioreactor (MBR) facility with an initial treatment capacity of 2.0 million gallons per day (MGD). The original treatment process utilized Ovivo/Microdyn-Nadir membranes for advanced wastewater treatment. Although these membranes have an expected service life of approximately ten years under normal operating conditions, their performance has declined due to increasing operational demands and high-flow events. The existing membranes now require more frequent chemical cleaning and maintenance than recommended by the manufacturer, increasing operating costs, staff workload, and the risk of reduced treatment efficiency. In 2026, WWTF No. 2 was expanded to a capacity of 4.0 MGD using Kubota membrane technology. The Kubota system has demonstrated improved hydraulic performance, lower maintenance requirements, and greater operational reliability. To standardize membrane equipment throughout the facility and improve long-term operations, the City previously purchased replacement Kubota membrane units, which are currently on site. This construction contract is limited to installation of the City-furnished membrane equipment. The work includes removal and disposal of the existing Ovivo/Microdyn-Nadir membrane assemblies, installation of the Kubota membrane units, associated piping, supports, system modifications, testing, startup assistance,	

and operator training in accordance with the contract documents.

Invitation to Bid ITB-UT-26-47 was publicly advertised on June 10, 2026. Two responsive bids were received and opened on July 9, 2026. PBM Constructors, Inc. submitted the lowest responsive and responsible bid in the amount of \$585,000. Staff recommends award of the contract to PBM Constructors, Inc. The Notice of Intent to Award is attached.

Funds for this project have been programmed within the Utility Capital Improvement Program and are included in the 5-year Capital Improvement Plan.

54029084-063030-81067 FY26

Original Budget: \$585,000

Total Expended/Encumbered to Date: \$0

Pending Work Orders/Contracts: \$0

Current (WO/Contract): \$585,000

Balance: \$0

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING A CONTRACT WITH PBM CONSTRUCTORS INC. FOR THE INSTALLATION OF KUBOTA MEMBRANES AT WASTEWATER TREATMENT FACILITY #2

RESOLUTION 2026-____
WWTF #2 MEMBRANE REPLACEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING CONSTRUCTION CONTRACT FOR WASTEWATER TREATMENT FACILITY #2 MEMBRANE 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, PBM Constructors, Inc., desires to provide membrane replacement at Wastewater Treatment Facility #2 for the City of Palm Coast; and

WHEREAS, City Council desires to approve a contract for above-mentioned services at Wastewater Treatment Facility #2 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 CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of agreement with PBM Constructors, Inc., to provide membrane replacement at Wastewater Treatment Facility #2 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 4th day of August 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" Contract with PBM Constructors, Inc.



City of PALM COAST

Finance Department Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: ITB-UT-26-47 **WWTF NO. 2 MEMBRANE REPLACEMENT**

Date: 7/21/2026

Appeal Deadline: Appeals must be filed by 5:00 PM on 7/24/2026

Firm	Bid
PBM Constructors, Inc. Jacksonville, FL	\$585,000.00
Talcon Group, LLC Midway, FL	\$1,125,425.00

The intent of the City of Palm Coast is to award ITB-UT-26-47 to PBM Constructors, 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-UT-26-47 - CITY OF PALM COAST WWTF NO.2 MEMBRANE REPLACEMENT

Project Overview

Project Details	
Reference ID	ITB-UT-26-47
Project Name	CITY OF PALM COAST WWTF NO.2 MEMBRANE REPLACEMENT
Project Owner	Shannon Nolan
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The Contractor shall perform the removal and disposal of existing Ovivo membrane cassettes and the subsequent installation of City-furnished Kubota membrane modules within the four (4) Phase 1 MBR tanks at WWTF No. 2. The Contractor shall provide all the associated piping supports, air and permeate piping, membrane cassette supports, fittings, and any other necessary appurtenances for a fully functional system as designed and specified.
Open Date	Jun 10, 2026 8:00 AM EDT
Intent to Bid Due	Jul 08, 2026 2:00 PM EDT
Close Date	Jul 09, 2026 2:00 PM EDT



Highest Scoring Supplier	Score
PBM Constructors, Inc.	100 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Section 00100, Forms A-L (Except Form C), and Bidder Profile Sheet	Jul 09, 2026 2:04 PM EDT	Shannon Nolan
Section 00200, Forms A-F, and Bidder Bid Form	Jul 09, 2026 2:04 PM EDT	Shannon Nolan
Addendum 1 (Signed & Dated)	Jul 09, 2026 2:04 PM EDT	Shannon Nolan
Construction Forms 5 & 6	Jul 09, 2026 2:04 PM EDT	Shannon Nolan
Bid Form A Bid Schedule	Jul 09, 2026 2:04 PM EDT	Shannon Nolan
Section 00100, Form C Financial Statements	Jul 09, 2026 2:04 PM EDT	Shannon Nolan
Florida General Contractor's License	Jul 09, 2026 2:04 PM EDT	Shannon Nolan
Bid Security	Jul 09, 2026 2:04 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?
Danny Ashburn	Jul 10, 2026 8:49 AM EDT	No
Shannon Nolan	Jul 09, 2026 2:04 PM EDT	No
Nency Thakkar	Jul 10, 2026 8:54 AM EDT	No
Michael Vespucci	Jul 10, 2026 8:56 AM EDT	No
MICHAEL BALDWIN	Jul 10, 2026 3:51 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-L 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
Admin Bid Form Pricing Review	100 pts	Direct Price Entry
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
PBM Constructors, Inc.	100 pts	Pass	Pass	Pass	Pass
Talcon Group, LLC	51.98 pts	Pass	Pass	Pass	Pass



	Admin Review Addenda	Admin Bid Form Pricing Review	Admin Financial Review
Supplier	Pass/Fail	/ 100 pts	Pass/Fail
PBM Constructors, Inc.	Pass	100 pts (\$585,000.00)	Pass
Talcon Group, LLC	Pass	51.98 pts (\$1,125,425.00)	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
SDV SERVICES LLC	-	-	-	-	-



	Admin Bid Form Pricing Review	Admin Financial Review
Supplier	/ 100 pts	Pass/Fail
SDV SERVICES LLC	-	-



Reason

Supplier	Disqualified by	Reason
SDV SERVICES LLC	Shannon Nolan	No Bid



CONTRACT EXECUTIVE OVERVIEW (Construction)

Vendor Name PBM Constructors, Inc.

Project Name: WWTF NO.2 MEMBRANE REPLACEMENT

Bid/Reference # ITB-UT-26-47

Contract Value \$ 585,000.00

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): Y

If No, then Reviewed by
City Attorney: _____

Days to Substantial Completion 150

Days to Final Completion 30

City's Project Manager Nency Thakkar

Engineer of Record CPH Engineering, Inc.

Brief Description/Purpose:

Furnish all labor and material to remove and dispose of existing Ovivo membrane cassettes and the subsequent installation of City-furnished Kubota membrane modules within the four (4) Phase 1 MBR tanks at WWTF No. 2.

Approvals:

Responsible Dept. Director _____ Date: _____

City Finance _____ Date: _____

City Attorney _____ Date: _____

City Manager _____ Date: _____

Vendor Contact Name and Email: William B. Moore bmoore@pbmconstructors.com



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-UT-26-47 WWTF NO.2 Membrane Replacement 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

In Process

- 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 one hundred fifty (150) 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

In Process



CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is dated as of the _____ day of _____, 20____, by and between PBM CONSTRUCTORS, INC. , duly authorized to conduct business in the State of Florida, whose address is 3000 Faye Road, Jacksonville, Florida 32226, 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 and material to remove and dispose of existing Ovivo membrane cassettes and the subsequent installation of City-furnished Kubota membrane modules within the four (4) Phase 1 MBR tanks at WWTF No. 2.

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

ITB-UT-26-47 WWTF NO.2 MEMBRANE REPLACEMENT

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean CPH Engineering, Inc.

(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-UT-26-47 14.13 of the General Conditions ("General Conditions"), within one fifty (150) 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 **FIVE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$585,000.00)** 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-UT-26-47 WWTF NO.2 MEMBRANE 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.

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:

William B. Moore
PBM Constructors, Inc.
PO Box 11089
Jacksonville, Florida 32239

TO CITY:

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

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

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

PBM CONSTRUCTORS, INC.

By: _____

By: _____

Authorized Signatory

Name: Michael McGlothlin

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

In Process



SECTION 00200
BID FORMS PACKAGE

NAME OF BIDDER PBM Constructors, Inc.

Bidder Bid Form

1. Pursuant to and in compliance with the Bid Documents, Bidder hereby agrees to complete the Work set forth in the Bid Documents and all Addenda for the following: (check what applies)

Total Lump Sum/Lump Sum Grand Total Bid Amount: \$ 585,000.00

Amount Spelled Out: Five hundred eighty five thousand dollars and zero cents h Initials

In the event there is a discrepancy between the written total and the sum of the figures in Attachment A, the figures in Attachment A shall be recalculated and the correct total shall be used. h Initials

2. Bidder acknowledges that the Total Lump Sum Bid Amount stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification. h Initials
3. Bidder acknowledges in submitting its Bid, it has familiarized itself with the Bid Documents including all Addenda issued prior to the date, including Addenda # 1 through 1, as well as the local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done. h Initials
4. Bidder hereby agrees to perform the Work, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, and equipment, permits, Bonds, warranties, all utility and transportation services necessary to perform the Work, and all incidental costs necessary for the proper execution of the required Work, as set forth in the Bid Documents including all Addenda. h Initials
5. Bidder hereby agrees to complete all Work required in the Bid Documents in a workmanlike manner, and in strict conformance with the Bid Documents, including the Plans and Specifications. h Initials
6. Bidder hereby agrees that **time is of the essence** and that the Work, including all of its component parts and everything required to be performed, shall be completed within the time frame set forth in the Bid Documents. h Initials
7. Bidder acknowledges that the Contract Time required in the Bid Documents includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms. h Initials
8. Bidder acknowledges that the Contract Time required in the Bid Documents includes float time allocated for Bidder's coordination of utility relocations. h Initials
9. Bidder hereby agrees to be responsible for Liquidated Damages as described in the Bid Documents. h Initials
10. Bid Security: A copy of the Bidder's Bond in an amount equal to at least five percent (5%) of the Total Bid, payable to the CITY OF PALM COAST, FLORIDA is attached to this Bid. h Initials

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

In accordance with section 787.06 (14), 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: _____

Signed: _____

Entity: _____

Name: _____

Title: _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 202_,
by _____.

In Process

Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

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

[NOTARY SEAL]

QUALIFICATION FORM K
FOREIGN COUNTRY OF CONCERN ATTESTATION

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

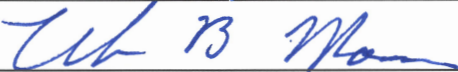
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms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

PBM Constructors, 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: William B. Moore

Title: President / Secretary

Signature: 

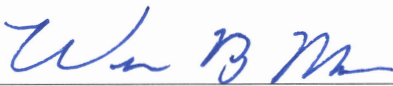
Date: 7/9/2026

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

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



Print Name: William B. Moore
Title: President / Secretary
Date: 7/9/2026

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9th day of July, 2026 by William B. Moore [name of officer or agent, title of officer or agent] of PBM Constructors 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]



Rebecca S. Santiago
Comm.: HH 322527
Expires: February 11, 2027
Notary Public - State of Florida

Rebecca S Santiago
Name typed, printed or stamped

My Commission Expires: 2/11/27



[Home](#)

[Cases](#)

[Reports](#)

[Resources](#) ▼

My Company Account

My Company Profile

Company Information

Company Name

PBM Constructors, Inc.

Company ID

434698

Employer Identification Number (EIN)

592493157

DUNS Number

NAICS Code

238

Subsector

Specialty Trade Contractors

Doing Business As (DBA) Name

Enrollment Date

Jul 26, 2011

Unique Entity Identifier (UEI)

Total Number of Employees

20 to 99

Sector

Construction