

City of Palm Coast, Florida Agenda Item

Agenda Date: August 4, 2026

Agenda Item: H.1

Department UTILITY	Amount \$5,031,331.00
Division PROJECT ENGINEERING AND CONSTRUCTION	Org/Account # 54029082-063000-82040

Subject: RESOLUTION 2026-XX APPROVING A CONTRACT WITH AMERICAN CIVIL CONSTRUCTION, INC. AND A PROJECT CONTINGENCY FOR THE CONSTRUCTION OF THE A1A FORCEMAIN EXTENSION PHASE II PROJECT.

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

This project is for constructing an extension of the City's 12-inch sanitary sewer forcemain approximately 17,000 ft along A1A, from Mala Compra Rd to Marineland. The forcemain will provide capacity for future growth and conversion of septic tank areas.

This Phase II project, which is part of an Interlocal Agreement (ILA) between Flagler County and the City of Palm Coast, is funded through an FDEP Grant. Phase I, which consisted approximately 14,000 ft of 12-inch forcemain along A1A was completed in October 2025.

The project, ITB-UT-26-06, was advertised on April 1, 2026, and received 15 bids on May 19, 2026, ranging from \$4,573,937.00 to \$10,300,000.00. City staff recommends awarding the contract to the low bidder American Civil Construction, Inc. for \$4,573,937.00 with a 10% contingency of \$457,394 for a total of \$5,031,331.00

Source of Funds Worksheet

Original Budget: \$6,992,860.00

Total Expended/Encumbered to Date: \$213,877.71

Pending Work Orders.Contracts: \$199,405.00

Current (WO/Contract): \$5,031,331.00

Balance: \$1,548,246.29

Recommended Action:

**ADOPT RESOLUTION 2026-XX APPROVING A CONTRACT WITH AMERICAN CIVIL
CONSTRUCTION, INC. AND A PROJECT CONTINGENCY FOR THE CONSTRUCTION OF THE A1A
FORCEMAIN EXTENSION PHASE II PROJECT**

**RESOLUTION 2026-
CONSTRUCTION OF THE A1A FORCEMAIN EXTENSION PHASE II PROJECT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING CONSTRUCTION CONTRACT FOR CONSTRUCTION OF THE A1A FORCEMAIN EXTENSION PHASE II PROJECT; 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. desires to provide services for the construction of the A1A Forcemain Extension Phase II Project, for the City of Palm Coast; and

WHEREAS, City Council desires to approve a contract for above-mentioned services 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 American Civil Construction, Inc., to provide services for the construction of the A1A Forcemain Extension Phase II Project 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 American Civil Construction, Inc.



Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: ITB-UT-26-06 **A1A Sewer Force Main Mala Compra to Marineland**

Date: 7/27/2026

Appeal Deadline: Appeals must be filed by 5:00 PM on 7/29/2026

Firm	Bid
American Civil Construction Palm Coast, Florida	\$4,573,937.00
GPS Civil Construction Holly Hill, Florida	\$4,593,987.00
Hazen Construction New Smyrna Beach, Florida	\$4,597,530.00
4C'S Trucking and Excavation, Inc. Bunnell, Florida	\$4,684,390.86
Cacique Utilities, LLC Lake Worth, Florida	\$5,303,190.00
T B Landmark Construction, Inc. Jacksonville, Florida	\$5,489,419.00
Mclain Site Solutions, Inc. Jacksonville, Florida	\$5,741,170.42
Metro Equipment Service, Inc. Miami, Florida	\$5,997,692.00
EZ Contracting LLC Tampa, Florida	\$6,789,787.91
S.E Cline Construction, Inc. Palm Coast, Florida	\$6,849,193.09



please recycle

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J.B. Coxwell Contracting, Inc. Jacksonville, Florida	\$7,004,917.09
Masci General Contractor, Inc. Port Orange, Florida	\$7,243,245.63
SanPik Inc. Longwood, Florida	\$7,645,946.00
Southern Underground Industries, Inc. Pompano Beach, Florida	\$8,192,014.57
Ferreira Construction Jacksonville, Florida	\$10,300,000.00

The intent of the City of Palm Coast is to award ITB-UT-26-06 to American Civil Construction

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, Department Director.

For questions regarding this Notice of Intent to Award please contact: Taya Hoff, Procurement Coordinator, at THoff@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-26-06 - A1A Sewer Force Main Mala Compra to Marineland

Project Overview

Project Details	
Reference ID	ITB-UT-26-06
Project Name	A1A Sewer Force Main Mala Compra to Marineland
Project Owner	Taya Hoff
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The City of Palm Coast is seeking proposals from qualified Contractors. The Work consists of the construction of over 17,569-ft of new 12"-14" sewer force main along A1A from Mala Compra Road to Marineland. Directional drill construction includes 4,253-ft (+/-) of new 14" PE force main. Open cut construction includes 13,316-ft (+/-) of new 12" PVC force main. This project includes work in areas that include coquina shell / rock: It is not a continuous shelf of coquina, but rather fragments of coquina rock which are mixed within the sand. The Contractor should be prepared to utilize specialized equipment to facilitate excavation activities if they encounter larger pieces of coquina along the alignment.
Open Date	Apr 01, 2026 8:00 AM EDT
Intent to Bid Due	May 13, 2026 2:00 PM EDT
Close Date	May 19, 2026 2:00 PM EDT



Awarded Suppliers	Reason	Score
American Civil Construction Inc		100 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Section 00100, Forms A-N (Except Form C)	May 19, 2026 2:01 PM EDT	Taya Hoff
Section 00200, Forms A-F, and Bidder Bid Form	May 19, 2026 2:01 PM EDT	Taya Hoff
Construction Forms 5 & 6	May 19, 2026 2:01 PM EDT	Taya Hoff
Bid Form A Bid Schedule	May 19, 2026 2:01 PM EDT	Taya Hoff
Section 00100, Form C Financial Statements	May 19, 2026 3:31 PM EDT	Taya Hoff
Bid Security	May 19, 2026 2:01 PM EDT	Taya Hoff
Licenses (General Contractor and/or Underground Utility)	May 19, 2026 2:01 PM EDT	Taya Hoff
Addendum 1 (Signed and Dated)	May 19, 2026 2:01 PM EDT	Taya Hoff
Addendum 2 (Signed and Dated)	May 19, 2026 2:01 PM EDT	Taya Hoff
Addendum 3 (Signed and Dated)	May 19, 2026 2:01 PM EDT	Taya Hoff
Addendum 4 (Signed and	May 19, 2026 2:01 PM EDT	Taya Hoff



Dated)		
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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?
Alex Blake	May 19, 2026 4:30 PM EDT	No
Danny Ashburn	May 22, 2026 1:30 PM EDT	No
Taya Hoff	May 19, 2026 2:01 PM EDT	No
Nency Thakkar	May 19, 2026 3:04 PM EDT	No
Michael Vespucci	May 20, 2026 2:20 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-H
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
American Civil Construction Inc	100 pts	Pass	Pass	Pass	Pass
GPS Civil Construction, Inc	99.56 pts	Pass	Pass	Pass	Pass
Hazen Construction	99.49 pts	Pass	Pass	Pass	Pass
4C'S Trucking and Excavation, Inc.	97.64 pts	Pass	Pass	Pass	Pass
Cacique Utilities, LLC	86.25 pts	Pass	Pass	Pass	Pass



	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
T B Landmark Construction, Inc.	83.32 pts	Pass	Pass	Pass	Pass
Mclain Site Solutions, Inc.	79.67 pts	Pass	Mixed	Pass	Mixed
Metro Equipment Service , Inc.	76.26 pts	Pass	Mixed	Mixed	Mixed
EZ Contracting LLC	67.36 pts	Pass	Mixed	Pass	Mixed
S.E. Cline Construction, Inc.	66.78 pts	Pass	Pass	Pass	Pass
J. B. Coxwell Contracting, Inc.	65.3 pts	Pass	Pass	Pass	Mixed
Masci General Contractor, Inc.	63.15 pts	Pass	Pass	Pass	Pass



	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
SanPik Inc	59.82 pts	Pass	Pass	Pass	Mixed
Southern Underground Industries, Inc.	55.83 pts	Pass	Pass	Pass	Mixed
Ferreira Construction	44.41 pts	Pass	Pass	Pass	Pass

	Admin Review Addenda	Admin Bid Form Pricing Review	Admin Financial Review
Supplier	Pass/Fail	/ 100 pts	Pass/Fail
American Civil Construction Inc	Pass	100 pts (\$4,573,937.00)	Pass
GPS Civil Construction, Inc	Pass	99.56 pts (\$4,593,987.00)	Pass



	Admin Review Addenda	Admin Bid Form Pricing Review	Admin Financial Review
Supplier	Pass/Fail	/ 100 pts	Pass/Fail
Hazen Construction	Pass	99.49 pts (\$4,597,530.00)	Pass
4C'S Trucking and Excavation, Inc.	Pass	97.64 pts (\$4,684,390.86)	Pass
Cacique Utilities, LLC	Pass	86.25 pts (\$5,303,190.00)	Pass
T B Landmark Construction, Inc.	Pass	83.32 pts (\$5,489,419.00)	Pass
Mclain Site Solutions, Inc.	Pass	79.67 pts (\$5,741,170.42)	Pass
Metro Equipment Service , Inc.	Pass	76.26 pts (\$5,997,692.00)	Pass
EZ Contracting LLC	Fail	67.36 pts	Fail



	Admin Review Addenda	Admin Bid Form Pricing Review	Admin Financial Review
Supplier	Pass/Fail	/ 100 pts	Pass/Fail
		(\$6,789,787.91)	
S.E. Cline Construction, Inc.	Pass	66.78 pts (\$6,849,193.09)	Pass
J. B. Coxwell Contracting, Inc.	Fail	65.3 pts (\$7,004,917.09)	Fail
Masci General Contractor, Inc.	Pass	63.15 pts (\$7,243,245.63)	Pass
SanPik Inc	Pass	59.82 pts (\$7,645,946.00)	Fail
Southern Underground Industries, Inc.	Pass	55.83 pts (\$8,192,014.57)	Fail
Ferreira Construction	Pass	44.41 pts (\$10,300,000.00)	Pass



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, Florida 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:

The Work consists of the construction of over 17,569-ft of new 12"-14" sewer force main along A1A from Mala Compra Road to Marineland. Directional drill construction includes 4,253-ft (+/-) of new 14" PE force main. Open cut construction includes 13,316-ft (+/-) of new 12" PVC force main. This project includes work in areas that include coquina shell / rock: It is not a continuous shelf of coquina but rather fragments of coquina rock which are mixed within the sand. The Contractor should be prepared to utilize specialized equipment to facilitate excavation activities if they encounter larger pieces of coquina along the alignment.

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

ITB-UT-26-06 A1A Sewer Force Main Mala Compra to Marineland

Section 2. Engineer.

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

(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-26-06 14.13 of the General Conditions ("General Conditions"), within three hundred and sixty-five (365)

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 sixty (60) 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 **FOUR MILLION FIVE HUNDRED AND SEVENTY-THREE THOUSAND, NINE HUNDRED AND THIRTY-SEVEN DOLLARS (\$4,573,937.00)** 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: Matthew Hatch 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-26-06 A1A Sewer Force Main Mala Compra to Marineland 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:

Robert Ackley

American Civil Construction, Inc.

77 Hargrove Grade

Palm Coast, Florida 32137

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

By: _____

Name: Michael McGlothlin

Title: City Manager

Date: _____

AMERICAN CIVIL CONSTRUCTION, INC.

By: _____

Authorized Signatory

Name: _____

Title: _____

Date: _____

BID SCHEDULE
(Unit Prices for Adjustment)

The following unit prices, if approved by the City, shall be used for adjusting the Contract price/Total Lump Sum Bid Amount for changes in the Work (additions or deletions) in accordance with the provisions of an approved Change Order and any other modifications of the Contract. Bidder is required to fill in the prices listed below. FAILURE TO COMPLETELY FILL IN THE LIST SHALL CONSTITUTE A NON-RESPONSIVE BID AND SHALL BE A CAUSE FOR REJECTION. Unit prices shall include all labor, materials, equipment, transportation, and supervision representing an in-place price for each item. Scope or size of each item not otherwise indicated is as described in the construction specifications and drawings. The CITY reserves the right to approve or reject the below list on a line-item basis:

ITEM NO.	DESCRIPTION	UNITS	TOTAL QUANTITY	Unit Price	Handling and Installation per Unit	Total Price
1	Bonds and Insurance	LS	1	\$ 0.00	\$ 38,441.50	\$ 38,441.50
2	Mobilization	LS	1	\$ 0.00	\$ 35,000.00	\$ 35,000.00
3	Record Drawings	LS	1	\$ 0.00	\$ 20,000.00	\$ 20,000.00
4	Demobilization, Cleanup, Project Closeout (Incl. Material and Workmanship Bond)	LS	1	\$ 0.00	\$ 7,500.00	\$ 7,500.00
5	Preconstruction Video	LS	1	\$ 0.00	\$ 5,000.00	\$ 5,000.00
6	Temporary Traffic Control (Maintenance of Traffic)					
	A. A1A	LS	1	\$ 0.00	\$ 90,000.00	\$ 90,000.00
7	Erosion and Sediment Control	LS	1	\$ 0.00	\$ 15,000.00	\$ 15,000.00
8	Lawn Maintenance	LS	1	\$ 0.00	\$ 5,000.00	\$ 5,000.00
9	Silt Fence (Sediment Barrier) (Furnish and Install)	LF	13550	\$ 0.00	\$ 3.00	\$ 40,650.00
10	Clearing and Grubbing	LS	0	\$ 0.00	\$ 4,000.00	\$ 4,000.00
Force Main Open Cut PVC						
11	12" Force Main (Open Cut) (PVC)(Furnish and Install)	LF	13399	\$ 52.00	\$ 25.50	\$ 1,038,422.50
Force Main Directional Drill PE						
12	14" Force Main (Directional Drill) PE	LF	4377	\$ 55.00	\$ 55.00	\$ 481,470.00
Ductile Iron Bends and Tees						
13	12" D.I. 11.25° Bend (Force Main) (Furnish and Install)	EA	15	\$ 1,650.00	\$ 600.00	\$ 33,750.00
14	14"x12" D.I. Reducer (Furnish and Install)	EA	41	\$ 2,150.00	\$ 850.00	\$ 123,000.00
15	12" D.I. 45° Bend (Force Main)(Furnish and Install)	EA	190	\$ 1,850.00	\$ 550.00	\$ 456,000.00
16	DIMJ Solid Transition Sleeve w/MJ Restraint System & Internal Stainless Steel Pipe Stiffner (Alternate - HDPE/MJ Adapter May Be Used)	EA	41	\$ 660.00	\$ 215.00	\$ 35,875.00
17	24" D. I. Jack&Bore Carrier Pipe	LF	34	\$ 200.00	\$ 1,600.00	\$ 61,200.00
18	12" D.I. Line stop w/Blowoff (Furnish and Install)		1	\$ 3,850.00	\$ 1,650.00	\$ 5,500.00
Valves						
19	12" Plug Valve (Furnish and Install)	EA	89	\$ 10,250.00	\$ 3,700.00	\$ 1,241,550.00
20	12" Air release valve (Furnish and Install)	EA	90	\$ 5,250.00	\$ 2,250.00	\$ 675,000.00

\$0.00
Initial *AT*

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: _____

Print Name

Date: 05/14/2026

Title: _____

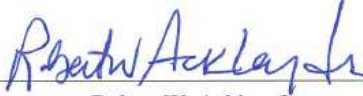
President

[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: 05/14/2026

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14th day of May, 2026 by Robert W. Ackley, Jr. - President [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



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: 05/14/2026