



City of Palm Coast Agenda

City Hall
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoast.gov

City Council Business Meeting

Mayor Michael Norris
Vice Mayor Theresa Pontieri
Council Member Charles Gambaro
Council Member Ty Miller
Council Member David Sullivan

Tuesday, June 16, 2026	9:00 AM	City Hall - Jon Netts Community Wing
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City Staff

Michael McGlothlin, City Manager

Marcus Duffy, City Attorney

Kaley Cook, City Clerk

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NOTICE: This meeting is being live streamed on the City of Palm Coast YouTube channel and audio recorded for public record and transparency.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE TO THE FLAG AND A MOMENT OF SILENCE

C. ROLL CALL

D. PROCLAMATIONS AND PRESENTATIONS

- 1. PROCLAMATION - ART DYCKE**
- 2. PROCLAMATION - JUNE 21-27, 2026, AS NATIONAL MOSQUITO CONTROL AWARENESS WEEK**
- 3. PROCLAMATION - JULY 2026 AS PARKS AND RECREATION MONTH**
- 4. PRESENTATION - FLAGLER COUNTY SHERIFF'S OFFICE**

E. PUBLIC PARTICIPATION

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- (1) This agenda item has a thirty (30) minute limit.

- (2) Each speaker shall at the podium, provide their name and may speak for up to 3 minutes.
- (3) The Public may provide comments to the City Council relative to matters not on the agenda at the times indicated in this Agenda. Following any comments from the public, there may be discussion by the City Council.
- (4) Public speakers may address their comments to the Council as a whole, the Mayor, or to an individual Council Member
- (5) When addressing the City Council on specific, enumerated Agenda items, speakers shall:
 - (a) make their comments concise and to the point;
 - (b) not speak more than once on the same subject;
 - (c) not, by speech or otherwise, delay or interrupt the proceedings or the peace of the City Council;
 - (d) obey the orders of the Mayor or the City Council; and (e) not make any irrelevant, impertinent or slanderous comments while addressing the City Council; which pursuant to Council rules, shall be considered disorderly.
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F. APPROVAL OF MINUTES

- 1. **MINUTES OF THE CITY COUNCIL: JUNE 2, 2026, BUSINESS MEETING JUNE 9, 2026, WORKSHOP MEETING**

G. CONSENT

- 1. **RESOLUTION 2026-XX APPROVING A WORK ORDER WITH JACOBS ENGINEERING GROUP, INC., FOR A MASTER PUMP STATION ODOR CONTROL FRAMEWORK DEVELOPMENT AND DESIGN AND CONSTRUCTION SERVICES**
- 2. **RESOLUTION 2026-XX APPROVING A WORK ORDER WITH FREESE AND NICHOLS FOR A DRY LAKE STORMWATER PRELIMINARY REPORT**
- 3. **RESOLUTION 2026-XX APPROVING A WORK ORDER WITH FREESE AND NICHOLS FOR A BELLE TERRE STORMWATER PARK PRELIMINARY REPORT**
- 4. **RESOLUTION 2026-XX APPROVING CONSTRUCTION CONTRACTS FOR MULTI-SITE STORMWATER PIPE REHABILITATION AND REPLACEMENT**
- 5. **RESOLUTION 2026-XX APPROVING A WORK ORDER WITH FREESE AND NICHOLS FOR THE LEHIGH CANAL EXTENSION FEASIBILITY STUDY**

H. RESOLUTIONS

- 1. **RESOLUTION 2026-XX APPROVING UTILIZING UNUSED PRE-APPROVED FUNDS FROM THE INDIAN TRAILS SPORTS COMPLEX PARKING EXPANSION PROJECT TO ADVANCE THE CONSTRUCTION OF ADDITIONAL PARKING AT THE SOUTHERN RECREATION CENTER**

I. PUBLIC COMMENTS

Remainder of Public Comments is limited to three (3) minutes each.

J. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

- K. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA**
- L. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA**
 - 1. REPORTING OF EMERGENCY AND SOLE SOURCE FOR MAY 2026**
- M. ADJOURNMENT**
 - 1. AGENDA WORKSHEET AND CALENDAR**

City of Palm Coast, Florida Agenda Item

Agenda Date: June 16, 2026

Agenda Item: D.1

Department Division CITY ADMINISTRATION	Amount Org/Account #
Subject: PROCLAMATION - ART DYCKE	
Presenter: Mayor and City Council	
Attachments: 1. Proclamation	
Background: The City of Palm Coast would like to honor and celebrate the life, service, and enduring legacy of Art Dycke, the City's first historian.	
Recommended Action: RECOGNIZE THE LIFE, SERVICE, AND ENDURING LEGACY OF ART DYCKE	



PROCLAMATION

WHEREAS, Art Dycke dedicated more than two decades to preserving and documenting the history of Palm Coast, ensuring that the stories, photographs, milestones, and memories of our community would be preserved for future generations; and

WHEREAS, as the City of Palm Coast's first official historian and through his service with the Palm Coast Historical Society, Art became a trusted steward of our community's history and a passionate advocate for historical preservation; and

WHEREAS, through his research, publications, presentations, and outreach, Art helped generations of residents better understand the people, events, and vision that shaped Palm Coast into the city it is today; and

WHEREAS, Art authored two books chronicling Palm Coast's history and was recognized with the Mayor's Citizen of the Year Award in 2018 for his extraordinary service to the community; and

WHEREAS, beyond his many accomplishments, Art will be remembered for his kindness, dedication, sense of humor, and genuine love for his family, friends, and the Palm Coast community; and

WHEREAS, Art Dycke passed away on May 18, 2026, leaving behind a lasting legacy that will continue to educate, inspire, and connect future generations to Palm Coast's rich history.

NOW, THEREFORE, the Mayor and City Council of the City of Palm Coast, Florida, do hereby honor and celebrate the life, service, and enduring legacy of Art Dycke, the City's first historian, whose dedication ensured that the story of our community would never be forgotten.

BE IT FURTHER PROCLAIMED that the City Council encourages residents to reflect upon and celebrate Art's life and contributions as family, friends, and community members gather for his Celebration of Life on June 27, 2026.

SIGNED this 16th day of June 2026.

ATTEST:

CITY OF PALM COAST, FLORIDA

Kaley Cook, City Clerk

Michael Norris, Mayor

City of Palm Coast, Florida Agenda Item

Agenda Date: June 16, 2026

Agenda Item: D.2

Department CITY ADMINISTRATION Division	Amount Org/Account #
Subject: PROCLAMATION - JUNE 21-27, 2026, AS NATIONAL MOSQUITO CONTROL AWARENESS WEEK	
Presenter: Mayor and City Council	
Attachments: 1. Proclamation	
Background: The City of Palm Coast would like to proclaim June 21-27, 2026, as National Mosquito Control Awareness Week.	
Recommended Action: PROCLAIM JUNE 21-27, 2026, AS NATIONAL MOSQUITO CONTROL AWARENESS WEEK	



PROCLAMATION

WHEREAS, mosquito borne diseases, including malaria, dengue, yellow fever, West Nile Virus, Zika virus, and other forms of arboviral encephalitis have historically been a source of human and animal suffering, illness, and death in the United States and worldwide; and

WHEREAS, an excessive number of mosquitoes diminishes our enjoyment of the outdoors, public parks and playgrounds, hinders outdoor work, decreases livestock productivity, and reduces property values; and

WHEREAS, Residents can assist in the prevention of mosquito breeding areas by eliminating sources of standing water, such as clearing gutters of debris, refreshing pet water bowls regularly and scheduling collection for any unused tires; and

WHEREAS, it is important to encourage effective and environmentally safe mosquito control activities, and it is fitting to facilitate communication and education among the East Flagler Mosquito Control District's professionals to improve the effectiveness of mosquito control operations in Palm Coast; and

WHEREAS, the East Flagler Mosquito Control District works with multiple agencies and government organizations to raise public awareness to prevent the spread of malaria, dengue, West Nile Virus, Zika, and other mosquito borne viruses and encourage the elimination of mosquito breeding habitats in residential areas; and

WHEREAS, it is important for individuals and organizations to work with the East Flagler Mosquito Control District to help decrease the effects of mosquito-borne illnesses.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Palm Coast, Florida, that June 21-27, 2026, be officially designated as:

NATIONAL MOSQUITO CONTROL AWARENESS WEEK

SIGNED this 16th day of June 2026.

Attest:

CITY OF PALM COAST, FLORIDA

Kaley Cook, City Clerk

Michael Norris, Mayor

City of Palm Coast, Florida Agenda Item

Agenda Date: June 16, 2026

Agenda Item: D.3

Department	PARKS AND RECREATION	Amount
Division	PARKS AND RECREATION	Org/Account #
Subject:	PROCLAMATION - JULY 2026 AS PARKS AND RECREATION MONTH	
Presenter:	James Hirst, Director of Parks and Recreation	
Attachments:	1. Proclamation	
Background:	Since 1985, America has recognized July as Park and Recreation Month. A celebration hosted by the National Recreation and Park Association (NRPA), the goal is to raise awareness of the vital impact that parks, recreation, and conservation have on communities across the U.S. This July, Palm Coast Parks & Recreation and the National Recreation and Park Association are celebrating “The Power Of...” showcasing the power of parks and recreation, play, nature, community, belonging, well-being, and the people who make these experiences possible. During Parks and Recreation Month, Palm Coast Parks & Recreation is encouraging everyone to go out and enjoy our parks, trails, and amenities. Whether you are looking to attend our summer camps, participate in a swim lesson, explore a trail, attend a Zumba class, meet friends on the playground, playing basketball in the park, or connect with nature, we invite you to take part in the moments that bring people together and make our city feel like home.	
Recommended Action:	PROCLAIM JULY 2026 AS PARKS AND RECREATION MONTH	



PROCLAMATION

WHEREAS, since 1985, the month of July has been nationally celebrated as Parks and Recreation Month across the United States; and

WHEREAS, this celebration, led by the National Recreation and Parks Association, provides an opportunity to recognize the many ways parks and recreation enhance quality of life, strengthen communities, and enrich the lives of residents and visitors alike; and

WHEREAS, Palm Coast Parks & Recreation, in partnership with the National Recreation and Parks Association, is celebrating Park and Recreation Month 2026 through the theme “The Power Of...,” highlighting the essential role parks and recreation play in strengthening connections, inspiring play, fostering community, promoting well-being, encouraging belonging, and providing access to nature, all of which enrich lives and create vibrant, welcoming communities; and

WHEREAS, Palm Coast Parks & Recreation offers a variety of amenities, community events, and programs including summer camps, swim lessons, 13 parks and an interconnected trail system, adult fitness classes, social groups; and

WHEREAS, during Parks and Recreation Month, Palm Coast Parks & Recreation encourages everyone to come together and experience the sense of community that grows through parks, recreation, and time spent enjoying our wonderful City.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and the City Council of the City of Palm Coast, Florida, that July 2026, be officially designated:

PARKS AND RECREATION MONTH

and request that during Parks and Recreation month, all citizens explore, connect, and play in Palm Coast by taking part in their favorite sports, visiting the outdoors, and spending time with family and friends.

SIGNED this 16th day of June 2026.

ATTEST:

CITY OF PALM COAST, FLORIDA

Kaley Cook, City Clerk

Mike Norris, Mayor

City of Palm Coast, Florida Agenda Item

Agenda Date: June 16, 2026

Agenda Item: D.4

Department Division	CITY ADMINISTRATION	Amount Org/Account #
Subject:	PRESENTATION - FLAGLER COUNTY SHERIFF'S OFFICE	
Presenter:	Flagler County Sheriff's Office	
Attachments:	1. Presentation	
Background:	The Flagler County Sheriff's Office will provide an overview to assist City Council during upcoming budget preparations.	
Recommended Action:	FOR PRESENTATION ONLY	

**City of Palm Coast, Florida
Agenda Item**

Agenda Date: June 16, 2026

Agenda Item: F.1

Department CITY CLERK Division CITY CLERK	Amount Org/Account #
Subject: MINUTES OF THE CITY COUNCIL: JUNE 2, 2026, BUSINESS MEETING JUNE 9, 2026, WORKSHOP MEETING	
Presenter: Kaley Cook, City Clerk	
Attachments: 1. Minutes (2)	
Background:	
Recommended Action: APPROVE MINUTES OF THE CITY COUNCIL: JUNE 2, 2026, BUSINESS MEETING JUNE 9, 2026, WORKSHOP MEETING	



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City Council Business Meeting

Mayor Michael Norris
Vice Mayor Theresa Pontieri
Council Member Charles Gambaro
Council Member Ty Miller
Council Member David Sullivan

Tuesday, June 2, 2026	6:00 PM	City Hall - Jon Netts Community Wing
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City Staff

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Marcus Duffy, City Attorney
Kaley Cook, City Clerk

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A. CALL TO ORDER

Mayor Norris called the meeting to order at 6:00 p.m.

B. PLEDGE OF ALLEGIANCE TO THE FLAG AND A MOMENT OF SILENCE

C. ROLL CALL

City Clerk Kaley Cook called the roll. All members were present.

D. PROCLAMATIONS AND PRESENTATIONS

1. PRESENTATION - MY HEALTH ONSITE CLINIC

Mayor Norris read the title into the record.

Renina Fuller, Human Resources Director, and Brian Branham, Vice President of My Health Onsite, presented the topic to Council. Topics presented included: Return on investment, summary recap, and financial summary.

City Council held discussion on the following topics: utilization, employee savings, City cost savings and options available, telehealth options, survey results from staff, startup costs, potential scenarios, operations projections, support for looking at ways to consolidate services with the County, support from County employees, current healthcare costs per year, promoting and driving employee usage, annual review by the Council, and lack of available primary care.

Mayor Norris provided direction to Ms. Fuller to bring back the numbers on opening a facility.

E. PUBLIC PARTICIPATION

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Mayor Norris provided the rules and procedures of public comment.

Jeani Duarte asked who approved the data center landing station, for details of a future expansion, compensation for City Council Members, asked for the insurance costs, wanted to know how these Charter amendments comply with Florida law, and provided a handout.

George Mayo discussed a development at SR 100 and Belle Terre Blvd, history of similar developments, asked about the review from City staff, detriments to traffic patterns, wanted smart

development, and wanted to know why this wasn't in the original traffic plans.

Dewey Schoenfelder requested that lacrosse goals get unchained and for additional goals to be added to another park.

Carla Amaral discussed a missed opportunity during the Palm Coast Park amendment approval, concern for lack of evaluation by the City to secure public benefits, asked the Council to require every amendment application to include an estimate of the financial value being created by the requested changes, and that Council and the public should know approximate value of what is being created before it is adopted.

Tony Amaral discussed the My Health Onsite presentation, difference in number of employees for the City versus the County, and recommended an increase in hours.

Jeremy Davis discussed accountability, Palm Coast engineering and design code, asked who investigates and reviews, how the public can verify information, asked Council to direct staff to publicly present requested policies, and for the policies to be brought back to Council for public discussion.

James Deen discussed water restrictions, over-development in Florida, data center and recirculated water, noise issues, and shared support for the e-bike ordinance.

Mr. McGlothlin shared that he will follow up as needed.

Council Member Miller responded to public comment to discuss healthcare or cash equivalent for City Council Members, history of Council salaries, noise issues, and development and traffic impacts.

Council Member Gambaro discussed turn lanes, asked why there is not a particular entrance from SR 100, and replied to Mrs. Amaral.

Mayor Norris asked Carl Cote, Director of Stormwater and Engineering, to bring related information forward at a future meeting.

Mayor Norris replied to public comment regarding Council compensation and insurance, data centers, the difference between a data center and a cable landing station, and timeline of approvals.

F. APPROVAL OF MINUTES

1. MINUTES OF THE CITY COUNCIL: MAY 19, 2026, BUSINESS MEETING

Motion made to approve by Council Member Gambaro and seconded by Council Member Sullivan. The Motion passed unanimously.

G. CONSENT

1. RESOLUTION 2026-75 ADOPTING THE 2027-2028 STRATEGIC ACTION PLAN

2. **RESOLUTION 2026-76 APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF FLAGLER BEACH FOR TEMPORARY FIRE RESCUE ASSISTANCE**
3. **RESOLUTION 2026-77 APPROVING THE VOLUSIA COUNTY ITB NO. 25-B-43JS PIGGYBACK CONTRACT WITH HALIFAX PAVING, INC., FOR ASPHALTIC CONCRETE SUPPLY AND PLACEMENT**
4. **RESOLUTION 2026-78 APPROVING A MASTER SERVICES AGREEMENT WITH FOLEY5 CONSTRUCTION FOR THE PALM HARBOR GOLF CLUB IRRIGATION PUMP SYSTEM REPLACEMENT**

Mayor Norris wanted full cost recovery for item 2.

Chief Berryhill replied to share the details of the agreement, compensation, and cost recovery.

Mayor Norris discussed item 1 and was not in favor of doing any additional service fees.

Council Member Gambaro discussed item 2, mutual aid for response in the County, and wanted additional asks or extensions to come forward to Council.

Council Member Sullivan shared that in regard to the Strategic Action Plan, there is no point in having these priorities if we don't conform to them, suggested relating items to the priorities, and emphasis on putting those priorities first.

Council Member Miller discussed item 2 and supported being a good neighbor and discussed item 4 and wanting to see all golf course costs moving forward.

Vice Mayor Pontieri discussed priority 3 of the Strategic Action Plan, the direction to accelerate a path forward on tract 17, but was not in favor of trying to purchase entitlements.

City Council held discussion on the understanding of tract 17 and the Strategic Action Plan Priority.

Motion made to approve the consent agenda by Council Member Gambaro and seconded by Council Member Miller.

Public comment:

Tony Amaral was concerned for item 3, discussed details of the piggyback contract, and recommended the City go out for bids.

Council Member Miller and Mr. Cote shared details of the contracts available and the use of this contract on small-scale projects.

Approved – Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan, Mayor Michael Norris

H. ORDINANCES SECOND READ

1. **ORDINANCE 2026-06 AMENDMENT TO THE CITY CHARTER**

Mayor Norris read the title into the record.

City Attorney Marcus Duffy provided a brief overview of the item.

Motion made to adopt Ordinance 2026-XX Amendment to the City Charter by Vice Mayor Pontieri and seconded by Council Member Miller.

Public Comment:

Jeani Duarte discussed the first reading, City Charter officers, Florida Statutes to amend the Charter, attorney general opinions, history of Council approvals, and updates to the City's Charter.

Approved – Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan, Mayor Michael Norris

RECESS CITY COUNCIL AND CONVENE THE SR 100 CORRIDOR CRA BOARD

City Council recessed at 7:27 p.m. and convened the SR 100 Corridor CRA Board.

1 SR 100 COMMUNITY REDEVELOPMENT AGENCY RESOLUTION 2026-79 APPROVING A CONTRACT WITH KIMLEY HORN FOR THE COMPREHENSIVE PERFORMANCE AND STRATEGIC EVALUATION OF THE STATE ROAD 100 COMMUNITY DEVELOPMENT

Mayor Norris read the title into the record.

Craig McKinney, Economic Development Manager, provided an overview of the item.

City Council held discussion on the following topics: outstanding bonds, balance of the CRA trust fund, other outstanding debt, kickstart program, subsidized apartments, bonds and loans, potential of sunseting the CRA now, establishment of the CRA, potential to use a sale to pay of the debt, lands for sale within the CRA, enhancing economic development, boundaries of the CRA, vertical incentive program, required County approvals, potential gains for paying the debt off early, request for a payoff quote, manipulation of the CRA, Promenade LOIs and leases, and the need to carry the grant application period into next year.

Motion made to approve the SR 100 Community Redevelopment Agency resolution 2026-XX approving a contract with Kimley Horn for the comprehensive performance and strategic evaluation of the State Road 100 community development by Council Member Gambaro and seconded by Vice Mayor Pontieri.

Public Comment:

Darlene Shelley was shocked by the consideration of extending the CRA, resident questions and wants, businesses not liking the direction the City is going, the City going off track, wants to know where CRA funds went, and lack of coincidence between utility needs and a data center.

Approved – Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council

Member Ty Miller, Council Member David Sullivan, Mayor Michael Norris

ADJOURN THE SR 100 CORRIDOR CRA BOARD AND RECONVENE CITY COUNCIL

City Council adjourned the SR 100 Corridor CRA Board and reconvened the City Council at 8:05 p.m.

I. PUBLIC COMMENTS

Remainder of Public Comments is limited to three (3) minutes each.

Darlene Shelley shared that the residents of Palm Coast are hurting, discussed a gas tax, what Town Center should have been, subsidies for apartments and more density, approvals and changes by prior Council, demands for infrastructure improvements from developers, and returning Palm Coast to the beautiful city we chose to live.

Adrian Calderon, resident of Marbella Apartments, discussed the City's policy on park usage, soccer players in the community, lack of access to lighted fields, requirement to pull permits for field lighting, and asked Council to review and for clarification of the policy.

City Council held discussion on establishing a name and league, insurance concerns and liability, prioritizing park availability and lights, and encouragement of consideration of an open play night now that there will be additional lighted fields. City Council provided unanimous consensus to consider the suggestion.

Vice Mayor Pontieri replied to Ms. Shelley that Council has worked really hard to address policies of the past, importance of looking forward as a city and Council, and prioritizing core government functions.

J. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

Council Member Gambaro shared his attendance at the Affordable Housing Committee Meeting, and shared discussions and consensus from the County Commission on monitoring ADUs.

Council Member Miller discussed board appointments and inability to attend a meeting, which Council Member Gambaro will attend in his place, sports updates, data centers and utility usage, and sought consensus from the Council to review the LDC to more strictly define data centers and thresholds for high impact and low impact, and to place high usage in a special exception category of the LDC to always come before Council as a special exception.

Vice Mayor Pontieri shared her intent to ask for consensus to give a letter of support to the County for an initiative by Commissioner Dance related to a one-year moratorium.

City Council held lengthy discussion on the topic and provided unanimous consensus.

Attorney Duffy reiterated the direction to define what a data center is and related elements.

City Council also discussed determining scale, causing undue negative impacts to the community, and proximity to residential areas.

Vice Mayor Pontieri encouraged preventing the approval of new data centers while the research is ongoing. City Council provided unanimous support.

Vice Mayor Pontieri discussed large animal cases in the community recently, commended animal control and the Sheriff's Office, SMART and shared about the organization, and sought consensus for staff to look at entering an agreement with SMART, similar to the Humane Society. City Council provided consensus.

City Council held additional discussion on the topic.

Council Member Gambaro shared thanks to State representatives.

Mayor Norris highlighted National Bubba Day, shared his son's promotion, and a reminder of hurricane season.

Council Member Miller shared about a State emergency management conference.

Vice Mayor Pontieri highlighted a fundraiser for the Family Life Center and an invitation to Council Members and the County Commissioners.

K. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

No comments.

L. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

Mr. McGlothlin highlighted an information card available to residents regarding the cable landing station, staff helping members who made public comment this evening, and discussions and improvements made after discussions with Mr. Davis.

M. ADJOURNMENT

The meeting was adjourned at 8:44 p.m.

Respectfully submitted by: Kaley Cook, CMC, FCRM City Clerk



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City Council Workshop Meeting

Mayor Michael Norris
Vice Mayor Theresa Pontieri
Council Member Charles Gambaro
Council Member Ty Miller
Council Member David Sullivan

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City Staff

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A. CALL TO ORDER

Mayor Norris called the meeting to order at 9:00 a.m.

B. PLEDGE OF ALLEGIANCE TO THE FLAG AND A MOMENT OF SILENCE

C. ROLL CALL

Deputy City Clerk Alison Palmer called the roll. All members were present.

D. PUBLIC PARTICIPATION

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 - (e) not make any irrelevant, impertinent or slanderous comments while addressing the City Council; which pursuant to Council rules, shall be considered disorderly.
- (6) Any person who becomes disorderly or who fails to confine his or her comments to the identified subject or business, shall be cautioned by the Mayor and thereafter must conclude his or her remarks on the subject within the remaining designated time limit.

Any speaker failing to comply, as cautioned, shall be barred from making any additional comments during the meeting and may be removed, as necessary, for the remainder of the meeting.

Members of the public may make comments during the public comment portion of the meeting. Please be advised that public comment will only be permitted during the public comment portions of the agenda at the times indicated by the Chair during the meeting

Mayor Norris provided the rules and procedures of public participation.

Public participation opened at 9:02 a.m.

Jeani Duarte discussed prior elections and the City Charter, and provided a handout.

Sam Royer discussed affordable housing, asked Council about Easthampton and why there is no outlet to SR 100, discussed congestion issues because of construction, and asked Council to consider having the street go through.

Mark Webb discussed that this will be his last meeting, he has recently sold his house, and that residents have a duty to participate.

Council Member Sullivan thanked Mr. Webb and wished him luck.

Jeremy Davis discussed nuisance, flooding, and development.

Public participation closed at 9:13 a.m.

Council Member Miller, Vice Mayor Pontieri, and Council Member Gambaro responded to Mr. Royer and thanked Mr. Webb.

Mr. McGlothlin addressed Easthampton and that the property owner does not want to allow access.

Mayor Norris wished Mr. Webb safe travels.

E. PRESENTATIONS

1. PRESENTATION - FILE OF LIFE INITIATIVE

Mayor Norris read the title into the record.

Kim Carney, Flagler County Board of County Commissioners, presented the initiative, shared comments, and shared a video on the topic. Rob Errett, Flager County Fire Rescue, also shared comments and discussed the initiative. Mr. Errett also shared an information card with Council.

Vice Mayor Pontieri shared condolences and thanks.

Council Member Sullivan shared comments and asked about sharing this information during a health crisis.

Council Member Gambaro shared condolences and appreciation for their leadership.

Mayor Norris expressed condolences and asked Ms. Kershaw to share on social media.

Council Member Miller thanked Commissioner Carney for sharing her story.

Ms. Carney and Mr. Errett responded to Council comments and questions.

*Public comment:
There were none.*

2. PRESENTATION - OVERVIEW OF PROPERTY TAXES (TRIM)

Mayor Norris read the title into the record.

Gwen Ragsdale, Budget & Procurement Manager, and Raelene Bowman, Accountant, presented the item to Council.

Topics presented included: TRIM process, TRIM timeline, property taxes, TRIM notice sent by the property appraiser, millage rate and property tax history, general fund services provided through property taxes and State revenue, millage rate comparison to other Florida cities, 2026 ad valorem taxes by taxing authority, and the budget meeting timeline.

Council held additional discussion on possible State legislation, the City budget since COVID, and the changing economic environment.

Ms. Ragsdale, Ms. Bowman, and Helena Alves, Director of Financial Services, provided a response to Council questions.

Vice Mayor Pontieri asked for a full breakdown of the Holland Park Settlement: where the monies are and how they are proposed to be allocated; the appropriated fund balance breakdown: how much is in the appropriated fund balance and what are the items that make up the appropriated fund balance; what is in our reserves: how much and for how

long does that amount support the organization, and compare that to what our policy for our reserves states, for the amount and how much time we would like our reserves to support us; and whether we have any current ongoing programs that were once paid for through grants where we no longer receive grant money. Council gave unanimous consensus.

Mayor Norris asked for consensus for the City Attorney to draft a resolution for an austerity budget.

Council held discussion on the topic and provided unanimous consensus for the City Attorney to work the City Manager to draft a resolution.

*Public comment:
There were none.*

3. PRESENTATION - PROPOSED AMENDMENTS TO CHAPTER 2 REVIEW AUTHORITY, ENFORCEMENT, AND PROCEDURES

Mayor Norris read the title into the record.

Phong Nguyen, Planning Manager, presented the item to Council, and suggested that staff present LDC items 3-7 together and then open up for public comment. Council concurred.

Topics presented included: Chapter 2 Review Authority, Enforcement, and Procedures of the LDC.

Mr. Nguyen and Michael Hanson, Senior Planner, provided a response to Council questions.

Vice Mayor Pontieri asked for consensus that the City Manager's designation of the land use administrator be approved annually by Council through resolution.

The City Attorney asked for time to research to make sure Council is not interfering with the City Manager's responsibilities.

Council provided direction on the following sections:

Table 2-1 Development Order Approvals, clarify to include single family

2.05.02 A. Clarify conditions for a waiver

2.05.02 B. Require the applicant to send notices to all residents

2.05.06 E. Extension of a development order, limit to one 12-month extension

2.06.04 Frequency of application, change to 24 months

2.09.03 D. Bonds, change language from 'may' to 'shall'

The City Attorney and Council continued discussion of the designation of the Land Use Administrator. Council provided unanimous consensus to give notice of designation by resolution.

4. PRESENTATION - PROPOSED UNIFIED LAND DEVELOPMENT CODE AMENDMENTS TO CHAPTER 3 - ZONING, USES, AND DIMENSIONAL STANDARDS

Mayor Norris read the title into the record.

Michael Hanson, Senior Planner, and Phong Nguyen, Planning Manager, presented the item to Council.

Topics presented included: Chapter 3 - Zoning, Uses, and Dimensional Standard.

Mr. Hansen and Mr. Nguyen provided a response to Council questions.

Council provided direction on the following:

- 1. Add language for data centers to require regulations regarding closed loop, energy grid, and noise.*
- 2. J. Existing golf course communities, have the City Attorney research view protection zones.*
- 3. Economic development, have staff research residential density bonuses.*

5. PRESENTATION - PROPOSED UNIFIED LAND DEVELOPMENT CODE AMENDMENTS TO CHAPTER 4 - CONDITIONS FOR LIMITED SPECIFIC USES AND ACTIVITIES

Mayor Norris read the title into the record.

Michael Hanson, Senior Planner, and Phong Nguyen, Planning Manager, presented the item to Council.

Topics presented included: Chapter 4 - Conditions for Limited Specific Uses and Activities.

Mr. Hansen and Mr. Nguyen provided a response to Council questions.

Council provided direction on the following:

- 1. Have staff look at adding metal to roof materials*
- 2. 4.01.02 A.2 b. Height, change procedure to go through the variance process*
- 3. Add unified sea wall standard or bring this back separately from LDC as a code amendment, and inform Council of how many vacant lots are on the saltwater canals.*

6. PRESENTATION - PROPOSED AMENDMENTS TO CHAPTER 11 - TREE PROTECTION, LANDSCAPING, BUFFERS, AND IRRIGATION OF THE LAND DEVELOPMENT CODE

Mayor Norris read the title into the record.

Council Member Miller left the meeting at 12:56, and mentioned the World Cup starting this week.

Richard Picatagi, Landscape Architect, Dylan Rodriguez, Environmental Planner, and Phong Nguyen, Planning Manager, presented the item to Council.

Topics presented included: Chapter 11 - Tree Protection, Landscaping, Buffers, and Irrigation.

Mr. Picatagi, Mr. Rodriguez, and Mr. Nguyen provided a response to Council questions.

Council provided direction on the following:

- 1. Look at imposing penalties for lot/buffer clearing of specimen and historical trees*
- 2. Look at what we can do to strengthen protection for the tree canopy*
- 3. Table 11-5 perimeter buffer requirements, add language and make corrections*

7. PRESENTATION - PROPOSED UNIFIED LAND DEVELOPMENT CODE AMENDMENTS (LDC) TO CHAPTER 14 - GLOSSARY

Mayor Norris read the title into the record.

Phong Nguyen, Planning Manager, presented the item to Council.

Topics presented included: Chapter 14 - Glossary.

Mr. Nguyen provided a response to Council questions.

Council provided direction on the following:

Have staff define different types of data centers, and bring back in July.

Public comment:

There were none.

F. PUBLIC COMMENTS

Remainder of Public Comments is limited to three (3) minutes each.

Public comment:

Jeremy Davis thanked Council, and discussed leadership and transparency.

G. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

Council Member Gambaro wished his wife a Happy Birthday.

Council Member Sullivan discussed that June 12 is the last day to qualify to run for office.

Vice Mayor Pontieri asked Mr. McGlothlin about the Ford buffer issue.

Mr. McGlothlin responded that staff is investigating, and will provide a briefing to Council.

Vice Mayor Pontieri also discussed a fundraiser she is holding for the Family Life Center this Wednesday from 6-8 at Red Clover in European Village, including Karaoke for a Cause.

H. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

Mr. Duffy encouraged everyone to watch the USA play Paraguay on Friday in the first round of the World Cup.

I. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

Mr. McGlothlin added Go USA.

J. ADJOURNMENT

The meeting was adjourned at 1:28 p.m.

*Respectfully submitted by: Alison Palmer
Deputy City Clerk*

City of Palm Coast, Florida Agenda Item

Agenda Date: June 16, 2026

Agenda Item:
G.1

Department UTILITY Division UTILITY CAPITAL CME	Amount \$195,000.00 Org/Account # 54029081-063030-81059 54019081-034000
Subject: RESOLUTION 2026-XX APPROVING A WORK ORDER WITH JACOBS ENGINEERING GROUP, INC., FOR A MASTER PUMP STATION ODOR CONTROL FRAMEWORK DEVELOPMENT AND DESIGN AND CONSTRUCTION SERVICES	
Presenter: Brian Roche, Director of Utility	
Attachments: 1. Resolution 2. Proposal	
Background: Council Priority: D. Sustainable Environment and Infrastructure The City of Palm Coast operates and maintains an extensive wastewater collection and treatment system with 2 wastewater treatment facilities, 182 pump stations, 8 master pump stations, and over 700 miles of gravity sewer piping. Elevated Hydrogen Sulfide levels caused due to long detention time have resulted in odor control challenges in the collection system and in the large master pump stations that receive high flows. The City has the need to standardize odor control equipment and design criteria for both existing and future master pump stations. The City has chosen Jacobs Engineering to develop the framework for future master pump station odor control projects which will also serve as the basis for design. After researching the different types of odor control processes City staff has chosen the bio-trickling filter process with optional carbon polisher to be installed at the Ravenwood Master Pump Station and Matanzas Woods Master Pump Station. Jacobs Engineering services are in accordance with the terms and conditions of the Master Services Agreement for Professional Utility Engineering Services dated September 6, 2024 (RFSQ-SWE-24-12). Scope of Services to include development of framework and development of odor control standards, and design, bidding, and construction engineering services for the above-mentioned master pump stations.	

This project is subject to approved funds in future fiscal year beyond the current fiscal year 2026.

The project will extend into Fiscal Year 2027, funding will need to be allocated across two fiscal years, with 50% of the funds available in Fiscal Year 2026 and the remaining 50% available in Fiscal Year 2027.

54019081-034000

Task 1 Framework of Odor Control Standards	\$28,000
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Task 2 Odor Control Standards Development	\$56,000
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Expenses	<u>\$ 2,000</u>
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Total for 54019081-034000	\$86,000
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54029081-063000-81059

Task 3 Design, Bidding, and Construction Engineering Services	\$108,000
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Expenses:	<u>\$1,000</u>
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Total for 54029081-063030-81059	\$109,000
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Source of Funds Worksheet

54019081-034000 FY 26

Original Budget: \$192,000.00

Total Expended/Encumbered to Date: \$147,420.55

Pending Work Orders.Contracts: \$0.00

Current (WO/Contract): \$43,000.00

Balance: \$1,579.45

54019081-034000 Proposed FY 27

Original Budget: \$261,000.00

Total Expended/Encumbered to Date: \$0.00

Pending Work Orders.Contracts: \$0.00

Current (WO/Contract): \$43,000.00

Balance: \$218,000.00

54029081-063030-81059 FY 26

Original Budget: \$100,000.00

Total Expended/Encumbered to Date: \$0.00

Pending Work Orders.Contracts: \$0.00

Current (WO/Contract): \$54,500.00

Balance: \$45,500.00

54029081-063030-81059 Proposed FY 27

Original Budget: \$300,000.00

Total Expended/Encumbered to Date: \$0.00

Pending Work Orders.Contracts: \$0.00

Current (WO/Contract): \$54,500.00

Balance: \$245,500.00

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING A WORK ORDER WITH JACOBS ENGINEERING GROUP, INC. FOR A MASTER PUMP STATION ODOR CONTROL FRAMEWORK DEVELOPMENT AND DESIGN AND CONSTRUCTION SERVICES

RESOLUTION 2026-____
MASTER PUMP STATION ODOR CONTROL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A WORK ORDER WITH JACOBS ENGINEERING GROUP, INC., IN THE AMOUNT NOT TO EXCEED \$195,000.00 FOR THE MASTER PUMP STATION ODOR CONTROL FRAMEWORK DEVELOPMENT AND DESIGN AND CONSTRUCTION SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Palm Coast desires to purchase a master pump station odor control framework development and design and construction services for the City of Palm Coast; and

WHEREAS, Jacobs Engineering Group, Inc., desires to sell the aforementioned a master pump station odor control framework development and design and construction services to the City of Palm Coast.

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 legislative and administrative findings of the City Council.

SECTION 2. APPROVAL OF THE WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of the work order with Jacobs Engineering Group, Inc., as attached hereto and incorporated herein by reference herein by reference as Exhibit “A.”

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

SECTION 4. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are

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

SECTION 5 CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 16th day of June 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Work Order Jacobs Engineering Group, Inc.

Proposal for Professional Utility Engineering Services

Date:	May 21, 2026	643 SW 4th Ave
Project name:	Master Pump Station Odor Control Framework Development and Design and Construction Services	Gainesville, FL 32601
Attention:	Nancy Thakkar, Danny Ashburn, James Melley	United States
Client:	City of Palm Coast	T +1.352.335.7991
Prepared by:	José Ramos and Sam Hanzel	www.jacobs.com
Reviewed by:	Matt Tennant, Mike Dykes	
Copies to:	Brandon Mahadeo, Brian Roche	

Background

The City of Palm Coast (City) operates and maintains an extensive wastewater collection and treatment system, including more than 165 sewer pump stations, 8 master pump stations, over 700 miles of conventional gravity sewer piping, and 2 wastewater treatment facilities (WWTFs).

A significant portion of the system receives flow from pre-treatment effluent pumping tanks, which are known to generate elevated concentrations of hydrogen sulfide (H₂S) due to long detention times and septic conditions. These elevated H₂S levels have resulted in persistent odor control challenges throughout the collection system. In particular, the City's master pump stations have experienced chronic odor issues, indicating sustained sulfide loading and the need for enhanced mitigation strategies. Jacobs Engineering Group Inc. ("Supplier" or "Jacobs") staff met with Mr. Brandon Mahadeo on December 16, 2025, at the WWTP #1 Master Pump Station to conduct a visual inspection. During the visit, Mr. Mahadeo outlined the ongoing issues at the Master Pump Station and provided H₂S data from one of the City's pump stations, along with specifications and proposals previously submitted by third-party vendors.

The City intends to standardize odor control equipment and design criteria for both existing and future master pump stations. As part of this work, Jacobs will develop an adaptable framework for future Master Pump Station odor control projects, which will also serve as the basis of design for a biotrickling filter with an optional carbon polisher at the Ravenwood Master Pump Station and Matanzas Wood Master Pump Station, as requested by the City.

Services outlined below are in accordance with the terms and conditions of the Master Services Agreement (Professional Services) for Professional Utility Engineering Services dated September 6, 2024 (RFSQ-SWE-24-12).

Scope of Services

Jacobs services will focus on assessing the current system conditions, design improvements, and support during construction. This scope is divided into the following tasks:

- Task 1 – Framework of Odor Control Standards
- Task 2 – Odor Control Standards Development
- Task 3 – Design, Bidding, and Construction Engineering Services

Task 1 – Framework of Odor Control Standards

Subtask 1.1 – Site Visit

- Conduct a one-day visit to the Ravenwood Master Pump Station and the Matanzas Wood Master Pump Station sites. Additional pump stations will be visited within this site visit as time allows.
 - Purposes of site visit: validate existing conditions, confirm typical installation constraints, gather field data to confirm proposed details and specifications are practical and implementable.

Subtask 1.2 – Data Collection, Condition Assessment, and Technical Summary

- The City will provide one continuous week of dry weather odor control data for the Ravenwood and Matanzas Wood Master Pump Stations. Jacobs will identify the ideal location for data collection at both pump stations.
- The City will provide a copy of all available odor control data (H₂S data, existing equipment information, odor complaints, etc.) and record drawings for the Ravenwood and Matanzas Wood Master Pump Stations.
- Jacobs will review the existing information provided and collected in the field.
- Jacobs will prepare a technical memorandum (TM) to document the result of the data collection and document the basis of design. The TM is expected to include the following sections:
 - Introduction
 - Background
 - Existing Conditions
 - Design Criteria
 - UV Odor Control
 - Biotrickling Filter (Master Pump Stations)
 - Biotrickling Filter and Carbon Polishing (Master Pump Stations)

Task 2 – Odor Control Standards Development

The purpose of this task is to develop an odor control standard detail drawing and specifications for biotrickling filter and carbon polishing that can be adapted and implemented at the City's master pump stations. This task includes the following:

1. Prepare standard plans, details, and specifications:
 - a. Prepare design representing odor control system configurations tailored to varying H₂S concentration ranges for use at City's master pump stations.
2. Standard plans and details will consist of:
 - a. Biotrickling filter system layout
 - b. Optional carbon polishing unit layout as applicable
 - c. Piping, valving, and bypass arrangements
 - d. Electrical single line diagram
 - e. Instrumentation control diagram
 - f. Itemized takeoff estimates
3. Technical specifications
 - a. Develop an adaptable comprehensive odor control technical specification

- b. Specification will address:
 - i. Evaluation and pre-approval of up to five equipment manufacturer's models to be listed in the specification
 - ii. Performance requirements for the biotrickling filter and carbon polishing
 - iii. H₂S loading and removal efficiency criteria
 - iv. List of pre-qualified equipment manufacturers/vendors
 - v. Media requirements and replacement intervals
 - vi. Media irrigation type
 - vii. Nutrient addition
 - viii. Instrumentation and monitoring Integration
 - ix. Startup, commissioning, and operations and maintenance requirements
 - x. Submittal requirements and quality assurance provisions
- c. Specification will match the format of the current City's Technical Specifications.
- 4. Provide an electronic PDF set of the draft standard documents to the City for review.
- 5. Schedule and facilitate a review meeting of the draft standard documents. The meeting is anticipated to be conducted virtually.
- 6. Incorporate the City's comments into the final standard documents.
 - a. The final standard documents will incorporate any comments and clarifications made throughout the detailed and final design of the Ravenwood and Matanzas Wood Master Pump Stations.

Task 3 – Design, Bidding, and Construction Engineering Services

Jacobs will prepare construction plans and specifications for new odor control system at the Ravenwood and Matanzas Wood Master Pump Stations based on the odor control standards developed in Task 2. This task includes the following:

Subtask 3.1 – Detailed Design

This subtask includes the following:

- 1. Prepare detailed design plans, details, and specifications: Prepare design representing odor control system configurations tailored to varying H₂S concentration ranges at the Ravenwood and Matanzas Wood Master Pump Stations.
 - a. Plans and details will consist of:
 - i. General sheets (cover, index, notes and discipline legends)
 - ii. Process mechanical sheets
 - iii. Process and instrumentation diagram sheets
 - iv. Electrical sheets (plan and single line diagram)
 - v. Civil and structural sheets (plan and details)
 - b. Technical specifications
- 2. Provide an electronic PDF set of the draft design documents to the City for review.
- 3. Schedule and facilitate a review meeting of the draft design documents. The meeting is anticipated to be conducted virtually.
- 4. All comments and recommendations will be documented and incorporated into the Final Design deliverable.

Subtask 3.2 – Final Design

Following City approval of the detailed design documents, Jacobs will progress the design to the final 100% level. This subtask includes the following:

1. Prepare Draft Final (90%) drawings and specification. The drawings will cover approximately 17 sheets, including:
 - a. 7 General sheets (Cover, index, notes and discipline legends)
 - b. 4 Process Mechanical sheets
 - c. 2 Process and Instrumentation Diagram sheets
 - d. 2 Electrical sheets (plan and single line diagram)
 - e. 2 Civil and Structural sheets (plan and details)
2. Prepare final (100%) drawings and specification. These will be the final design documents with updates from the review meeting and suitable for bidding.
3. The final deliverable will be an electronic PDF and signed and sealed by a Florida Professional Engineer.

Subtask 3.3 – Bidding Support

Jacobs will provide technical assistance during the bidding phase to assist the City in answering questions submitted by contractors. Jacobs will participate in one pre-bid meeting and assist the City in preparing addenda. Jacobs will review and advise City as to qualifications of prospective contractors and subcontractors, suppliers, and others proposed by the bidder and will assist in the evaluation of bids received for determination of compliance with the design documents. The City will provide Division 0 and 1 Specification templates, and the Jacobs will incorporate them into the final documents

Subtask 3.4 – Conformed Documents

Jacobs will revise the bid documents to incorporate changes made in the addenda issued to the bidders. Conformed documents will include bid submittal package, executed contract, and project specification. Conformed documents will be submitted to the City at the pre-construction meeting.

Subtask 3.5 – Engineering Services During Construction

Subtask 3.5.1 – Shop Drawing Review

Jacobs will review and approve (or take other appropriate action) shop drawings for conformance with the design concept of the project and in compliance with information given in the Contract Documents. After review, Jacobs will transmit these documents to the contractor and City with written comments. Jacobs will review up to 12 total submittals and up to 1 resubmittal per shop drawing.

Jacobs will track submitted and outstanding shop drawing submittals in a submittal log to be provided bi-weekly to the City.

Subtask 3.5.2 – Design Clarifications/Requests for Information

Jacobs will issue up to one (1) design clarification to the Contract Documents. Clarifications will be consistent with, and reasonably inferable from, the intent of the Contract Documents.

Jacobs will also respond to requests for information (RFIs) as they relate to the Contract Documents. Jacobs will review up to two RFIs.

Subtask 3.5.3 – Contractor As-Built Review

Jacobs will review contractor-submitted as-built drawings for compliance with project specifications.

Subtask 3.5.4 – Field Construction Support

Jacobs' Lead Engineer will conduct one site visit to each pump station at an appropriate point during the construction phase to verify proper equipment installation, and subsequent site visits to observe startup systems during 1-2 month commissioning period, during which Jacobs is expected to conduct approximately 3-5 visits to confirm that system operation conforms to the Contract Documents, coordinate with the selected manufacturer as required, and identify any deficiencies requiring correction.

Deliverables

1. Technical Summary
2. Draft Odor Control Standard Drawings and Specification
 - a. Jacobs proposes to conduct a technical review meeting with City staff. Meeting will be virtual.
3. Final Odor Control Standard Drawings and Specifications
4. Detailed Design Drawings and Specifications for Ravenwood and Matanzas Wood Master Pump Stations
 - a. Jacobs proposes to conduct a technical review meeting with City staff. Meeting will be virtual.
5. Final Design Drawings and Specifications for Ravenwood and Matanzas Wood Master Pump Stations
6. Design Addenda
7. Deliverables will be provided in both PDF and editable formats (as applicable). This will be AutoCAD or Microstation and Microsoft Word for the Technical Specifications.

Key Project Staff

The key project staff are as follows:

Title	Name	Contact Number	Email
Principal-in-Charge	Mike Dykes, PE ^[a]	904-607-2763	mike.dykes@jacobs.com
Project Manager	José Ramos, PE ^[a]	352-262-7223	jose.ramos1@jacobs.com
Process Mechanical Lead	Sam Hanzel, PE ^[a]	904-224-3136	samantha.hanzel@jacobs.com
Wastewater Process Lead/ Quality Manager	Matt Tennant, PhD, PE ^[a]	352-278-2903	matthew.tennant@jacobs.com
Odor Control Subject Matter Expert	John Siczka, PE	414-526-9223	john.siczka@jacobs.com

^[a] Active Licensed Professionals in Florida

Schedule

Jacobs will begin this work upon receiving the fully executed Work Order from the City. Approximately 6 months is anticipated to complete final design documents following the receipt of the fully executed Work Order. The anticipated schedule follows:

Milestone	Timeline
Site Visit	Within 1 week of Notice to Proceed
Technical Memorandum (TM) Summary	4 weeks from site visit and receipt of information from City
Submit Draft Odor Control Standard Documents	8 weeks from TM completion
City Review Period and Review Meeting	2 weeks after Draft Submittal
Submit Detailed Design Documents	4 weeks after receipt of City comments on draft standard design
City Review Period and Review Meeting	2 weeks after Detailed Design Submittal
Submit Final Design Documents	3 weeks after receipt of City Comments on detailed design
Submit Final Odor Control Standard Documents	3 weeks after receipt of City Comments on detailed design
Bidding Assistance	Determined by the City
Services During Construction	Determined by the City

Compensation

The compensation outlined below is provided in accordance with our Contract for Professional Utility Engineering Services dated September 6, 2024 (RFSQ-SWE-24-12). The work will be performed on a unit based-not to exceed basis (also referred as time and materials not to exceed). The total unit based not-to-exceed fee is derived from the labor categories, hour allocations, and estimated expenses. The not-to-exceed fee for these services is detailed below:

Task	Total Cost
Task 1 – Framework of Odor Control Standards	\$28,000
Task 2 – Odor Control Standards Development	\$56,000
Task 3 – Design, Bidding, and Construction Engineering Services	\$108,000
Expenses	\$3,000
TOTAL	\$195,000

Assumptions and Exclusions

This proposal for engineering services is based on the following assumptions and exclusions:

- The City has already selected the odor control technology (biotrickling filter with optional carbon polishing); no alternatives analysis or evaluation is required.
- The scope is focused on design and specification of odor control improvement system. The scope also includes necessary structural, electrical, instrumentation and control (I&C), and civil design services to support the odor control system design. It is assumed that the existing infrastructure (structural, electrical, I&C and civil) is suitable for this addition without significant modifications.
- The City will provide access to Master Pump Station sites and any available as-built documentation.
- Each Master Pump Station site is assumed to have a reliable and continuous supply of potable or reclaimed water with adequate capacity, pressure, and availability to meet all operational, make-up, and maintenance water requirements of the selected odor control system.
- It is assumed that the selected odor control system will operate as a standalone process unit and will not require integration, data exchange, or supervisory control communication with any City-wide SCADA or centralized monitoring system. All required control, monitoring, and alarming functions are assumed to be self-contained within the odor control system's local control panel.
- The City will provide timely review comments on draft deliverables.
- The City will provide historical H₂S data and operational insights.
- Cost estimating services are not included in this scope of work.
- Permitting services are not included in this scope of work.
- Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of the information/data provided by the City or other third parties without independent verification. Additional effort by Jacobs due to invalid data or information provided by the City or others, may entitle Jacobs to additional compensation.
- Providing bidding/procurement support services - The City agrees that the Jacobs shall be appointed as City's representative for the limited purpose of performing any bid or procurement services under the contract and shall have no liability associated with the services procured by Jacobs on the City's behalf. Such services shall be performed under the City's direction and in accordance to such forms, terms and conditions, or modifications or revisions to same as the City may in its sole discretion at any time instruct Jacobs to use. All services shall be carried out in accordance with the procedures mutually agreed upon by the City and Jacobs.
- Onsite services during construction:
 - The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs' personnel in any way responsible for those duties that belong to the City and/or the construction contractor or other entities, and do not relieve the construction contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
 - Jacobs and Jacobs' personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or

safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Jacobs' own personnel.

The presence of Jacobs' personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). Jacobs neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

- The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization. Any changes in these codes or standards may necessitate a change in scope, to include an equitable adjustment.
- Survey or geotechnical information has not been provided or included in the proposed scope of work. The City assumes all risk for any design impacts, unforeseen conditions, conflicts, or additional costs arising from the absence, inaccuracy, or later provision of such data. Any resulting revisions or services will be treated as additional services. Jacobs reserves the right to request survey or geotechnical information if deemed necessary to perform the scope of work.

City of Palm Coast, Florida Agenda Item

Agenda Date: June 16, 2026

Agenda Item: G.2

Department STORMWATER AND ENGINEERING
Division CONSTRUCTION MGT AND
ENGINEERING

Amount \$197,380.00
Org/Account # 54205509-063000-
SW55015

Subject: RESOLUTION 2026-XX APPROVING A WORK ORDER WITH FREESE AND NICHOLS
FOR A DRY LAKE STORMWATER PRELIMINARY REPORT

Presenter: Carmelo Morales, Stormwater Engineer

Attachments:

1. Resolution
2. Work Order Scope

Background:

Council Priority:

B. Safe and Reliable Services

The City of Palm Coast is currently evaluating opportunities to enhance regional flood protection within the southern portion of the city, where flooding has been documented along Seminole Woods Boulevard, Sesame Boulevard, and several residential streets connected to the Little Canal and Seven Oaks Waterway systems. The city owns a 46 acre parcel known as Dry Lake, which currently functions as overflow floodplain storage for the Little Canal. A previous feasibility study demonstrated that increased storage volume at Dry Lake could reduce flooding impacts for residential properties and decrease peak stages in both the L-1 and K-1 canal systems.

City Staff recommend approval of a work order with Frees and Nichols to build upon the previously conducted Dry Lake Feasibility Study to evaluate stormwater improvement opportunities at the Dry Lake parcel and surrounding stormwater infrastructure. The study will leverage the existing ICPR 1D model to simulate current and proposed conditions. The approach will include data collection, hydrologic and hydraulic modeling, evaluation of environmental and regulatory constraints, and explore funding opportunities. The goal is to provide the city with a clear understanding of the potential benefits, challenges, and an implementation path for the proposed project alternative.

Under the existing contract RFSQ-SWE-24-12, staff negotiated a scope and fee not-to-exceed \$197,380 for a Dry Lake stormwater preliminary report. City staff have determined that the cost for the services is reasonable and fair and is consistent with these types of services for a project of this size and scope.

Funds for this project are budgeted for out of the FY 2026 Stormwater Engineering Fund.

Source of Funds Worksheet

Original Budget: \$13,478,841.00

Total Expended/Encumbered to Date: \$9,796,200.25

Pending Work Orders.Contracts (Pending 6/16 Council Approval): \$679,892.92

Current (WO/Contract): \$197,380.00

Balance: \$2,805,367.83

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING A WORK ORDER WITH FREESE AND NICHOLS FOR DRY LAKE STORMWATER PRELIMINARY REPORT

RESOLUTION 2026-____
DRY LAKE STORMWATER PRELIMINARY REPORT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING A WORK ORDER FOR A PRELIMINARY STORMWATER REPORT OF DRY LAKE; 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, the City of Palm Coast desires to utilize Freese and Nichols for a preliminary stormwater report of Dry Lake; and

WHEREAS, Freese and Nichols desires to provide engineering services for an evaluation and preliminary stormwater report of the Dry Lake; and

WHEREAS, City Council desires to approve above-mentioned services for Dry Lake Stormwater evaluation; and

WHEREAS, in accordance with Chapter 2, Article 1, Division 3 – Purchase and Contractual Services Sections, 2-26- Approval Requirements- Subsection A, City Council desires to grant authority for the City Manager to enter into or increase any necessary contracts including those that are equal to or exceed \$100,000 associated with the expenses related to the above-mentioned services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF A WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of a work order with Freese and Nichols for a preliminary engineering report of Dry Lake, 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 the Master Price Agreement for changes totaling less than \$100,000 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 16th day of June 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY



April 10th, 2026

Carmelo Morales, P.E., C.F.M
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

RE: DRY LAKE PRELIMINARY ENGINEERING REPORT PROPOSAL

Dear Mr. Morales,

Freese and Nichols, Inc. (FNI) is pleased to submit this proposal for providing professional engineering services to the City of Palm Coast (CLIENT) to prepare a Preliminary Engineering Report (PER) for the Dry Lake stormwater improvement project.

Freese and Nichols, Inc. (FNI) will render professional services as outlined in the attached Scope of Services and is ready to commence work upon authorization to proceed and will complete the services in accordance with the task durations outlined in the referenced project schedule.

FNI proposes to provide the services described herein for a lump sum fee of One Hundred Ninety-Seven Thousand Three Hundred Eighty Dollars (\$197,380.00).

We appreciate the opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact us. If you agree with the services described above and wish for us to proceed with this assignment, please initiate authorization in accordance with the City's Continuing Contracts Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Beatriz Estrada Guerra".

Beatriz Estrada Guerra, P.E.
Project Manager

A handwritten signature in black ink, appearing to read "Cory J. Stull".

Cory J. Stull, P.E.
Principal / Vice President



April 10th, 2026

Carmelo Morales, P.E., C.F.M
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

**CITY OF PALM COAST
DRY LAKE PRELIMINARY ENGINEERING REPORT PROPOSAL**

1. PROJECT BACKGROUND

The City of Palm Coast (the City) is evaluating opportunities to enhance regional flood protection within the southern portion of the City, where flooding has been documented along Seminole Woods Boulevard, Sesame Boulevard, and several residential streets connected to the Little Canal and Seven Oaks Waterway systems. The City owns a 46-acre parcel known as Dry Lake, which currently functions as overflow floodplain storage for the Little Canal. A previous feasibility study demonstrated that increased storage volume at Dry Lake could reduce flooding impacts for residential properties and decrease peak stages in both the L-1 and K-1 canal systems.

2. INTRODUCTION TO THE APPROACH

Freese and Nichols will build upon previously conducted Dry Lake Feasibility Study to evaluate stormwater improvement opportunities at the Dry Lake parcel and surrounding stormwater infrastructure. The study will leverage the existing ICPR 1D model to simulate current and proposed conditions. The approach will include data collection, hydrologic and hydraulic modeling, evaluation of environmental and regulatory constraints, and explore funding opportunities. The goal is to provide the City with a clear understanding of the potential benefits, challenges, and an implementation path for the proposed project alternative.

A breakdown of the tasks that FNI will conduct as part of this project is shown in **Table 1**. Details of each task are included in the following sections.

Table 1: Project Tasks

TASK	DESCRIPTION
1	Project Management
2	Data Collection
3	Existing Conditions Hydrologic and Hydraulic Analysis
4	Proposed Conditions Hydrologic and Hydraulic Analysis
5	Capital Project Opinion of Probable Cost
6	Implementation Strategy
7	Documentation

TASK 1 | PROJECT MANAGEMENT

1. Project Kick-Off Meetings - FNI will conduct a project kickoff meeting with the City to review project scope, schedule, and critical milestones. This meeting will be in-person with a virtual option. FNI will provide the City with a data request memorandum listing data and information received to date and identifying data needs. FNI will also hold a similar project kickoff meeting internal for the project team to review project scope, schedule, and critical milestones.
2. Overall Project Management - FNI Project Manager (PM) will provide overall project management of the project throughout including file management, scheduling management, financial management as well as team coordination and monthly client updates. The PM will schedule and coordinate all necessary meetings both internally and client-related. Subconsultant management will also be provided with this task should it become necessary as part of this contract. The task will run continuously throughout the project life cycle.
3. Project Communication - Throughout the project, monthly status reports will be submitted with invoices that summarize the progress and document upcoming tasks. The monthly status updates will outline any upcoming key decisions that require input from City staff.

TASK 2 | DATA COLLECTION

FNI will coordinate with City staff on obtaining data required for the development of the feasibility analysis. The following information will be gathered and analyzed during this project task:

1. Site Visit – Visit site to observe existing conditions and to ground-truth the City GIS data and other information provided by the City of Palm Coast.
2. Gather existing GIS information from City of Palm Coast/LiDAR data/open-source data.
3. Gather proposed/existing site development information within the project limits.
4. Review previous feasibility study and private developer plans provided by the City.
5. Field verification on the existing infrastructure of existing Dry Lake detention area and surrounding stormwater infrastructure to the extent possible via sight observations and limited field measurements. (No formal survey is included within this proposal).

TASK 3 | EXISTING CONDITIONS HYDROLOGIC AND HYDRAULIC ANALYSIS

1. Existing Conditions
 - a. Develop project boundary based on topographic information and data collection noted above.
 - b. Create a truncated 1D ICPR hydraulic model of the project area leveraging elements from the City-wide 1D model.
 - c. Generate flow hydrographs from the City-wide model at key locations to establish the truncated model's boundary conditions.

- d. Update other pertinent existing 1D components in project area, such as pipes, pipes, culverts, and drop structures.
- e. Execute model for the 2-, 5-, 10-, 25-, 50-, 100-, and 500-yr storm events.
- f. Document existing conditions results, including observed flow restrictions, baseline storage utilization, peak stages, and existing level of service (LOS).

TASK 4 | PROPOSED CONDITIONS HYDROLOGIC AND HYDRAULIC ANALYSIS

1. Proposed Conditions

- a. FNI will evaluate three concept level alternatives to improve flood storage and hydraulic performance by maximizing storage capacity and exploring multiple interconnection options with the existing drainage system.
 - i. Proposed conditions scenario assumes subdivision is built.
- b. Execute model for the 2-, 5-, 10-, 25-, 50-, 100-, and 500-yr storm events.
- c. Assess impact on existing flow conditions and identify potential mitigation options for each alternative.
- d. Compare storage gains, flood-stage reductions, and downstream impacts relative to existing conditions.
- e. Update city-wide 1D model with the final recommended alternative configuration.
- f. Execute and troubleshoot city-wide 1D ICPR model.
- g. Hold a workshop with City of Palm Coast to present results and gather feedback.

TASK 5 | CAPITAL PROJECT OPINION OF PROBABLE COST

Once the alternative analysis project concepts have been completed, FNI will provide a concept-level Opinion of Probable Cost (OPCC) for the recommended project configuration.

TASK 6 | IMPLEMENTATION STRATEGY (WATER QUALITY, ENVIRONMENTAL, FUNDING)

For the preferred alternative, FNI will develop an implementation-level planning assessment to address water quality performance, environmental considerations, and potential funding pathways.

- 1. Identify how increased storage and enhanced detention at Dry Lake can support stormwater treatment objectives in the Little Canal and Seven Oaks Waterway systems (e.g., increased residence time).
- 2. Summarize key environmental factors that may influence implementation, like wetland impacts associated with Dry Lake excavation and canal enhancements.
- 3. Identify planning level funding opportunities that could support implementation of the recommended configuration(s), with emphasis on combined flood risk reduction and water quality improvement benefits.

TASK 7 | DOCUMENTATION

FNI will document Tasks 1 – 6 to summarize the modeling efforts, results, and analysis for the existing conditions for the drainage basin. FNI will then identify possible solutions to address

these concerns based on the results of the post-condition modeling efforts. The proposed configurations will be described, and the final recommended configuration will be further analyzed. An OPCC will be created for the recommended configuration. This will be summarized in a Technical Memorandum (TM) outlining the findings.

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the services described above are considered Additional Services. Additional Services will only be performed if requested and authorized by the City as set forth in the Continuing Contracts Agreement.

SCHEDULE:

FNI is authorized to commence work on the Project upon execution of this Task Order and estimates the work included in this task order will be completed in accordance with schedule shown in **Table 2**.

Table 2: Project Schedule

Task	Description	Calendar Days
Task 1	Project Management	Ongoing throughout the project
Task 2	Data Collection	45 Days from the kick-off meeting with City's staff and receipt of all existing data
Task 3	Existing Conditions Hydrologic and Hydraulic Analysis	60 Days from completion of Task 2
Task 4	Proposed Conditions Hydrologic and Hydraulic Analysis	90 Days from completion of Task 3
Task 5	Capital Project Opinion of Probable Cost	45 Days from completion of Task 4
Task 6	Implementation Strategy	30 Days from completion of Task 5
Task 7	Documentation	45 Days from completion of Task 6

COMPENSATION:

For performance of the services described in this Scope of Services, the City will compensate FNI in the lump sum amount of **\$197,380** for Tasks 1 through 7 as shown in **Table 3**. FNI will be paid for services performed per task as set forth herein, covering the work-in-progress expressed as a percentage of the total cost of the service and work required for each task involved.

Table 3: Compensation for Basic Services

Task No.	Description	Lump Sum Fee
1	Project Management	\$24,146
2	Data Collection	\$14,824
3	Existing Conditions Hydrologic and Hydraulic Analysis	\$40,044
4	Proposed Conditions Hydrologic and Hydraulic Analysis	\$55,880
5	Capital Project Opinion of Probable Cost	\$13,030
6	Implementation Strategy	\$18,992
7	Documentation	\$30,464

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City of Palm Coast, Florida Agenda Item

Agenda Date: June 16, 2026

Agenda Item: G.3

Department STORMWATER AND ENGINEERING
Division CONSTRUCTION MGT AND
ENGINEERING

Amount \$304,121.00
Org/Account # 54205509-063000-
SW55013

Subject: RESOLUTION 2026-XX APPROVING A WORK ORDER WITH FREESE AND NICHOLS
FOR A BELLE TERRE STORMWATER PARK PRELIMINARY REPORT

Presenter: Carmelo Morales, Stormwater Engineer

Attachments:

1. Resolution
2. WO Proposal

Background:

Staff are evaluating opportunities to enhance regional flood protection within the northern portions of the city, where frequent roadway flooding has been observed. The London Waterway and Control Structure LO-1 function as the primary regional stormwater system for the northern portion of Palm Coast. The original system, as outlined in the Comprehensive Land Use Plan (CLUP) developed in the late 1970s, relied heavily on distributed flood storage and conveyance provided by constructed canals, Bird of Paradise, and Hulett Swamp. The plan envisioned three major detention lakes totaling approximately 115 acres of connected water surface area. However, only about 30 acres of storage were ultimately constructed. Despite this existing storage, surrounding neighborhoods continue to experience chronic street flooding during storm events. To address these challenges, the city is seeking to increase regional stormwater storage. A City-owned 28-acre vacant parcel, located along Belle Terre Parkway behind Fire Station No. 23, has been identified as a potential site to provide additional stormwater storage while also serving as a regional park facility.

Under the existing contract RFSQ-SWE-24-12, staff negotiated a scope and fee not-to-exceed \$304,121 for a feasibility analysis for the Belle Terre stormwater park modeling and preliminary engineering report. City staff have determined that the cost for the services is reasonable and fair and is consistent with these types of services for a project of this size and scope.

Funds for this project are budgeted for out of the FY 2026 Stormwater Engineering Fund.

Source of Funds Worksheet

Original Budget: \$13,478,841.00

Total Expended/Encumbered to Date: \$9,796,200.25

Pending Work Orders.Contracts: \$0.00

Current (WO/Contract): \$304,121.00

Balance: \$3,378,519.75

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING A WORK ORDER WITH FREESE AND NICHOLS FOR A BELLE TERRE STORMWATER PARK PRELIMINARY REPORT

RESOLUTION 2026-__
BELLE TERRE STORMWATER PARK

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING A WORK ORDER FOR A BELLE TERRE STORMWATER PARK PRELIMINARY ENGINEERING FEASIBILITY REPORT; 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, the City of Palm Coast desires to utilize Freese and Nichols for a preliminary stormwater engineering feasibility report of Belle Terre Stormwater Park; and

WHEREAS, Freese and Nichols desire to provide engineering services for an evaluation and preliminary stormwater report of Belle Terre Stormwater Park; and

WHEREAS, City Council desires to approve above-mentioned services for the above-mentioned project; and

WHEREAS, in accordance with Chapter 2, Article 1, Division 3 – Purchase and Contractual Services Sections, 2-26- Approval Requirements- Subsection A, City Council desires to grant authority for the City Manager to enter into or increase any necessary contracts including those that are equal to or exceed \$100,000 associated with the expenses related to the above-mentioned services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF A WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of a work order with Freese and Nichols for a preliminary stormwater engineering feasibility report of Belle Terre Stormwater Park, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to Contract Agreements for changes totaling less than \$100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Contract Agreements on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 16th day of June 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Work Order



May 13th, 2026

Carmelo Morales, P.E., C.F.M
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

**RE: BELLE TERRE STORMWATER PARK MODELING AND PRELIMINARY ENGINEERING
REPORT PROPOSAL**

Dear Mr. Morales,

Freese and Nichols, Inc. (FNI) is pleased to submit this proposal for providing professional engineering services to the City of Palm Coast (CLIENT) to perform a feasibility study, collect site data, and prepare a preliminary concept for the Belle Terre Stormwater Park project.

Freese and Nichols, Inc. (FNI) will render professional services as outlined in the attached Scope of Services and is ready to commence work upon authorization to proceed and will complete the services in accordance with the task durations outlined in the referenced project schedule.

FNI proposes to provide the services described herein for a lump sum fee of Three Hundred Four Thousand One Hundred Twenty-One Dollars (\$304,121).

We appreciate the opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact us. If you agree with the services described above and wish for us to proceed with this assignment, please initiate authorization in accordance with the City's Continuing Contracts Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Beatriz Estrada Guerra".

Beatriz Estrada Guerra, P.E.
Team Manager

A handwritten signature in black ink, appearing to read "Cory J. Stull".

Cory J. Stull, P.E.
Principal / Vice President

May 13th, 2026

Carmelo Morales, P.E., C.F.M.
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164



**CITY OF PALM COAST
BELLE TERRE STORMWATER PARK MODELING AND PRELIMINARY ENGINEERING REPORT
PROPOSAL**

1. PROJECT BACKGROUND

The City of Palm Coast (City) is evaluating opportunities to enhance regional flood protection within the northern portions of the City, where frequent roadway flooding has been observed. The London Waterway and Control Structure LO-1 function as the primary regional stormwater system for the northern portion of Palm Coast. The original system, as outlined in the Comprehensive Land Use Plan (CLUP) developed in the late 1970s, relied heavily on distributed flood storage and conveyance provided by constructed canals, Bird of Paradise, and Hulett Swamp. The plan envisioned three major detention lakes totaling approximately 115 acres of connected water surface area. However, only about 30 acres of storage were ultimately constructed. Despite this existing storage, surrounding neighborhoods continue to experience chronic street flooding during storm events. To address these challenges, the City is seeking to increase regional stormwater storage. A City-owned 28-acre vacant parcel, located along Belle Terre Parkway behind Fire Station No. 23, has been identified as a potential site to provide additional stormwater storage while also serving as a regional park facility.

2. PROJECT APPROACH

Freese and Nichols will provide planning, stormwater modeling, pre-design, and feasibility analysis in support of the City's goals to increase stormwater storage capacity within the London Waterway system. Freese and Nichols proposed services include topographic and boundary surveys, preliminary biological assessments, geotechnical investigation, hydrologic and hydraulic modeling, preliminary environmental permitting coordination, and feasibility analysis. The project consists of the planning and conceptual layout of a stormwater management facility and future park amenities including unpaved trail, landscaping, parking lot, and other park elements. All analyses, modeling, and layouts will be performed at a planning-level and are not intended for final design, permitting, or construction.



Figure 1: Project Location

A breakdown of the tasks that FNI will conduct as part of this project is shown in **Table 1**. Details of each task are included in the following sections.

Table 1: Project Tasks

TASK	DESCRIPTION
1	Project Management and Administration
2	Data Collection
3	Hydrologic and Hydraulic Analysis and Modeling
4	Feasibility, Planning, and Pre-Design Services
5	Planning Level Construction Cost Estimate(s)
6	Preliminary Permit Agency Coordination
7	Documentation and Reporting

TASK 1 | PROJECT MANAGEMENT AND ADMINISTRATION

Freese and Nichols (FNI) will perform project management and administration necessary for completion of the project. Services shall be based on an estimated nine (9) month duration for planning, modeling, and preliminary design services including the following:

- Project setup including project accounting setup, file management, financial tracking, and routine project controls including monthly invoicing.
- Conduct a project kickoff meeting with the City to review the project scope, schedule, data requests, and project milestones. This meeting will be in-person with a virtual

attendance option. FNI will prepare a meeting agenda and provide meeting minutes following the kickoff meeting. FNI will also hold a similar project kickoff meeting internally for the project team.

- Provide a monthly project status summary memo to accompany each invoice.
- Contract management for FNI's engaged subconsultant services including administration, invoice review and payment, and performance oversight.
- Implement a quality management plan and perform quality assurance and quality control (QA/QC) reviews in accordance with FNI's QA program.

TASK 2 | DATA COLLECTION

Freese and Nichols (FNI) will collect information and data necessary for completion of the planning and design of the project including the following:

Public Information – FNI will research, gather, and review publicly available information including previous studies, soil maps, LiDAR topography, floodplain maps, and previous Environmental Resource Permits.

City Data Request – FNI will request and review information from the City including previous stormwater models and calculations, record plans for subdivisions, as-constructed records, City utility maps, utility as-builts, and adjacent projects. FNI will provide the City with a data request memorandum listing data needs and will maintain a data request log identifying information received and any outstanding data needs.

Pre-design Team Field Visit – FNI will perform two (2) field visits, document existing conditions, and take current photographs of the project area and conveyance routes to assist in the preparation of the existing conditions stormwater model.

Topographic and Boundary Survey – Mark Dowst and Associates (MDA) will perform Topographic and Boundary Survey Services in support of the engineering design and permitting efforts as described in the enclosed MDA proposal. MDA will also perform a sample tree survey consisting of three separate areas approximately 150 ft by 150 ft for each sample area for use in City permitting consistent with the City's site development code. FNI will coordinate with MDA and review their survey deliverables.

Geotechnical Investigation – Tierra, Inc. will perform a Geotechnical Investigation of the project site in support of the engineering design and permitting services as described in the enclosed proposal from Tierra. FNI will coordinate with Tierra and review their

report/analysis. The City will provide access to the boring locations consistent with the enclosed proposal.

Environmental Assessment – Zev Cohen and Associates (ZCA) will provide a preliminary biological assessment consisting of preliminary environmental review, wetland delineation, and preliminary protected species survey in support of the project as further described in the enclosed proposal from ZCA. FNI will coordinate with and review ZCA's reports.

TASK 3 | HYDROLOGIC AND HYDRAULIC ANALYSIS AND MODELING

Freese and Nichols (FNI) will utilize the City's existing stormwater model, an ICPR 1D Model utilizing StormWise v4.08.02 to review the existing conditions, evaluate potential pond and pond outfall configurations, assess the proposed conditions, and report the anticipated drainage basin benefits. The study will leverage the existing ICPR 1D model to simulate current and proposed conditions. The approach will include data collection, hydrologic and hydraulic modeling, evaluation of the proposed improvements. The goal is to provide the City with a clear understanding of the potential benefits, challenges, and an implementation path for the proposed project. FNI will rely on the City-provided model as a baseline and will not perform a full validation or calibration of the existing model. Results are dependent on the accuracy and completeness of the underlying model.

3.1 Existing Conditions

- FNI will create truncated 1D hydraulic model of the project area leveraging elements from the City's existing City-wide model.
- FNI will review the City's existing stormwater model for consistency with the City's existing infrastructure records, topographic survey, current land uses, recent projects, and observed field conditions. Minor updates will be made to the existing model to accurately reflect the existing conditions. Minor updates will be limited to localized refinements such as updates to land use, recent improvements, and pipe connectivity within the immediate project area. Significant modifications including basin re-delineation, major conveyance rerouting, or full model recalibration are not included.
- FNI will develop project boundary conditions based on topographic information and data collection noted above and create a truncated 1D ICPR hydraulic model of the project area leveraging elements from the City-wide 1D model. FNI will generate flow hydrographs from the City-wide model at key locations to establish the truncated model's boundary conditions.
- Document existing conditions results, including observed flow restrictions, baseline

storage utilization, peak stages, and existing level of service (LOS).

- FNI will create an updated existing hydrologic and hydraulic model and document the existing conditions for the 5-, 10-, 25-, 100-, and 500- year storm events.
- The H&H results will be discussed at a meeting with the City.

3.2 Conceptual Planning / Proposed Alternatives Analysis

- FNI will utilize the updated existing conditions stormwater model to analyze the proposed pond location, contributing drainage basins, inflow conveyance routing, and evaluate potential modifications to the contributing drainage basins or pond inflow conveyance routes.
- FNI will evaluate up to two concept-level alternatives to improve stormwater storage and hydraulic performance by maximizing storage capacity and exploring control structure configurations with the existing drainage system. Each alternative will be evaluated at a conceptual level with one modeling iteration per alternative. Refinement will be limited to the selected alternative following the review workshop.
- Assess impact on existing flow conditions and identify potential mitigation options for each alternative.
- Compare storage gains, flood-stage reductions, and downstream impacts relative to existing conditions.
- Update city-wide 1D model with the final recommended alternative configuration. This task does not include full model updates, calibration, or system-wide QA/QC.
- Execute and troubleshoot 1D ICPR model.
- Execute model for 5-, 10-, 25-, 100-, and 500-year storm events.
- FNI will prepare up to three (3) proposed concepts for review.
- FNI will conduct one review meeting / workshop with the City to discuss the proposed options, FNI recommendations, and discuss a final decision on the conceptual stormwater pond configuration.

TASK 4 | FEASIBILITY, PLANNING, AND PRE-DESIGN SERVICES

FNI will prepare a conceptual stormwater park layout for City review and discussion as well as prepare a final preliminary design graphic to use as the basis of design and master concept plan for the future stormwater park.

4.1 Conceptual Stormwater Park Layout

- Based on the recommended stormwater improvements, FNI (in coordination with Castle Bay Design Studio) will prepare a conceptual site layout graphic including the proposed stormwater pond, inlet/outlet control locations, future park area, and conceptual site plan. Stormwater management functionality and hydraulic

performance will govern the layout and design of the site.

- The initial concept plan will include the location, size, and configuration of the proposed stormwater pond. A perimeter walking trail will be conceptually designed along with other site elements such as future park facilities and future parking lot.

4.2 Final Conceptual Master Plan

- Once the conceptual master Stormwater Park plan has been provided to the City for review, FNI and CBDS will conduct one review meeting with the City to review and discuss the conceptual stormwater pond, park layouts, functional benefits, and potential costs.
- Once the conceptual layout has been discussed with the City of Palm Coast, FNI and CBDS will consolidate all review comments, discussions, and information received to refine the Conceptual Layout and prepare a final Conceptual Master Plan to serve as the 'roadmap' for the pond and future Park.

4.3 Conceptual Master Plan Quality Assurance / Quality Control

- FNI will review the conceptual layouts for consistency with the preliminary H&H models, existing conditions, available project data, and collected site information.
- FNI will assign senior advisor staff to review the technical memoranda, conceptual graphics, and planning-level cost estimates.
- FNI will review the Conceptual Master Plan for consistency with City review comments and requests.

TASK 5 | PLANNING-LEVEL CONSTRUCTION COST ESTIMATE(S)

Once the alternatives analysis and conceptual master plan have been completed, FNI will provide a planning-level Opinion of Probable Construction Cost (OPCC) for the recommended project configuration including a contingency of approximately 30% for a planning-level estimate.

TASK 6 | PRELIMINARY PERMIT AGENCY COORDINATION

Freese and Nichols (FNI) will hold pre-application meetings with the following agencies and document the permitting requirements. This task is limited to preliminary coordination and initial planning. It does not include preparation of water quantity or water quality calculations or submittal of permit applications or final design documentation required for permitting.

6.1 St. Johns Water Management District (SJRWMD) Environmental Resource Permit (ERP)

- FNI will facilitate and attend a pre-application meeting with SJRWMD during the preliminary design phase and will confirm the permitting requirements for the project which will be noted in the Technical Memorandum.

- FNI will perform very preliminary, planning-level water quality treatment calculations based on the Pre-Application meeting. FNI will notate the potential locations and probably sizes for a water quality treatment train on the Conceptual Master Plan and note the likely permitting requirements within the Technical Memorandum.
- FNI in coordination with Zev Cohen and Associates will document the possible environmental impacts and likely mitigation requirements.

6.2 City of Palm Coast

- FNI will attend one pre-application meeting with the City of Palm Coast permitting staff and will document the anticipated permitting requirements in the Final Technical Memo.

TASK 7 | DOCUMENTATION AND REPORTING

FNI will prepare a Technical Memorandum summarizing the project efforts, hydrologic and hydraulic analysis, recommendations, conceptually proposed improvements, permitting requirements, and planning-level construction cost estimate including the following:

- Graphics showing the overall drainage area and estimated impacts as well as the conceptually proposed improvements. Detailed construction plans will not be provided.
- Planning-Level Opinion of Probable Construction Cost.
- Recommendations for SUE locates, geotechnical investigations, or other recommended additional data collection.
- A summary of the anticipated permitting requirements.
- Written commentary on the potential benefits and challenges of the proposed improvements.

FNI will provide one draft to the City for review and discussion one week prior to a review meeting with the City. FNI will conduct a Technical Memo review meeting and incorporate the City's questions and comments into a final Technical Memorandum.

Throughout the duration of the project, FNI will attend up to nine (9) monthly progress meetings via video/teleconference with the City and/or additional stakeholders as requested by the City. FNI anticipates the following meetings throughout the duration of the project:

- FNI internal Team kickoff meeting (included in Task 1.0)
- Project kickoff meeting with the City (included in Task 1.0)
- Conceptual Layout Review meeting (included in Task 4.0)
- SJRWMD pre-application meeting (included in Task 6.0)
- Pre-Application meeting with the City (included in Task 6.0)

- Up to nine (9) monthly progress meetings (included in Task 1.0)

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the services described above are considered Additional Services. Additional Services will only be performed if requested

SCHEDULE:

FNI is authorized to commence work on the Project upon execution of this Task Order and estimates the work included in this task order will be completed in accordance with schedule shown in **Table 2**.

Table 2: Project Schedule

Task	Description	Calendar Days
1	Project Management and Administration	Ongoing throughout the project
2	Data Collection	90 Days from the NTP
3	Hydrologic and Hydraulic Analysis and Modeling	120 Days from completion of Task 2
4	Feasibility, Planning and Preliminary Design	60 Days from completion of Task 3
5	Planning-level Cost Estimate	30 Days from completion of Task 4
6	Preliminary Permit Coordination	Concurrent with Task 4
7	Documentation and Reporting	45 Days from Completion of Tasks 5 & 6

COMPENSATION:

For performance of the services described in this Scope of Services, the City will compensate FNI in the Lump Sum amount of \$376,451 for Tasks 1 through 7 as shown in **Table 3**. FNI will be paid for services performed per task as set forth herein, covering the work-in-progress expressed as a percentage of the total cost of the service and work required for each task involved.

Table 3: Compensation for Services

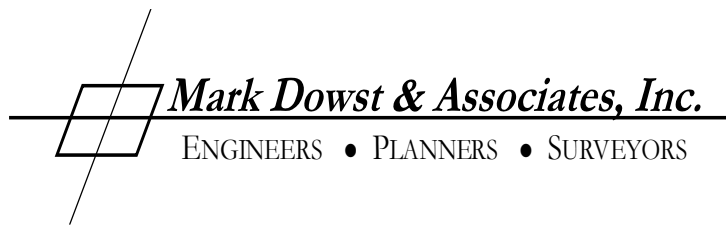
Task	Description	Lump Sum Fee
1	Project Management and Administration	\$ 27,972
2	Data Collection	\$ 123,087
3	Hydrologic and Hydraulic Analysis	\$ 79,254
4	Feasibility, Planning, and Preliminary Design	\$ 27,642
5	Planning-Level Cost Estimate	\$ 9,642
6	Preliminary Permit Coordination	\$ 10,550
7	Documentation and Reporting	\$ 25,974
Lump Sum Total		\$ 304,121

Table 4: Subconsultant Breakdown

	Description	Lump Sum Fee
1	Zev Cohen and Associates (Environmental)	\$ 7,000
2	Mark Dowst and Associates (Survey)	\$ 79,935
3	Tierra Inc. (Geotechnical)	\$ 13,600
4	Castle Bay Design Studio (Landscape Architect)	\$ 6,000
5	Freese and Nichols	\$ 197,586
Lump Sum Total		\$ 304,121

Belle Terre Stormwater Park Fee Breakdown 5/13/2026	Project Fee Summary	
	FNI: \$	197,586
	Subs: \$	106,535
	Total: \$	304,121

Task Description												Subconsultants							Total			
	Principal	Project Manager	Sr. Modeler	HH Lead	Sr. Designer	Water Quality Expert	CADD Design	Total Hours	Total Labor Effort	Miles		Other	Total Expense Effort	Zev Cohen	Dowst	Tierra	Castle Bay	Total Sub Effort	Total Effort			
									\$		-		\$	-				\$	\$	-	-	
1.0 - Project Management and Administration									\$		-		\$	-				\$	\$	-	-	
External Kickoff Meeting							1 2 1	2 10 1	\$	21	2,102	320	\$	232				\$	\$		2,334	
Internal Kickoff Meeting						2 1 2 1		7	\$	1	1,482		\$	-				\$	\$	-	1,482	
Periodic Internal Meetings					8 8 12			28	\$		5,716		\$	-				\$	\$		5,716	
Periodic Client Meetings					10	4 12 4		30	\$		6,360	640	\$	464				\$	\$	-	6,824	
Project Setup and Administraion			2			8 1		11	\$		2,086		\$	-				\$	\$		2,086	
Monthly Invoices and Monthly Status Reports			4		12			16	\$		3,004		\$	-				\$	\$		3,004	
Sub-consultant Management and contract administration			2			8 2		12	\$		2,336		\$	-				\$	\$		2,336	
FNI Review of Subconsultant deliverables			2			4 2		12	\$	4	2,404		\$	-				\$	\$	-	2,404	
Quality Management Plan and Quality Assurance Reviews by Senior Advisor			1 2			4		7	\$		1,786		\$	-				\$	\$	-	1,786	
									\$		-		\$	-				\$	\$		-	
2.0 - Data Collection									\$		-		\$	-				\$	\$		-	
Public Information					2 2 4			8	\$		1,596		\$	-				\$	\$		1,596	
Data Collection Request and Tracking					2 2 12			18	\$	2	3,300		\$	-				\$	\$		3,300	
Pre-Design Site Visit						2 2 2 1		9	\$	2	1,880	960	\$	696				\$	\$	-	2,576	
Topographic and Boundary Survey (Dowst)									\$		-		\$	-		79,935	\$	\$		91,925	91,925	
Geotechnical Investigation (Tierra)									\$		-		\$	-			13,600	\$	\$		15,640	15,640
PBA and Wetland Delineation (ZCA)									\$		-		\$	-	7,000		\$	\$		8,050	8,050	
									\$		-		\$	-				\$	\$		-	
3.0 - H&H Modeling									\$		-		\$	-				\$	\$		-	
3.1 - Existing Conditions									\$		-		\$	-				\$	\$		-	
Develop project boundary based on topographic information and data collection noted above.					2 1 8			11	\$		2,050		\$	-				\$	\$	-	2,050	
Create a truncate 1D ICPR hydraulic model leveraging elements from the City-wide 1D model.					4 24			28	\$		4,864		\$	-				\$	\$	-	4,864	
Generate flow hydrographs from the City-wide model at key locations to establish the 2D model's boundary conditions.					1 16			17	\$		2,886		\$	-				\$	\$	-	2,886	
Establish tailwater conditions for the outfall.					4 2 8			14	\$		2,764		\$	-				\$	\$		2,764	
Include other pertinent existing 1D components in project area (pipes/culverts, drop structures),					2 4 16			22	\$		4,028		\$	-				\$	\$		4,028	
Execute model for the 2, 5, 10-, 25-, 50, 100-, and 500-yr storm events.					4 8 40			52	\$		9,392		\$	-				\$	\$	-	9,392	
Document existing conditions results, including observed flow restrictions and the existing level of service.					4 4 36			44	\$		7,868		\$	-				\$	\$		7,868	
									\$		-		\$	-				\$	\$		-	
3.2 - Proposed Alternatives									\$		-		\$	-				\$	\$		-	
Evaluate (2) configurations within the proposed right-of-way using the newly created 2D ICPR model.					4 6 70 4			84	\$	14	974		\$	-				\$	\$	-	14,974	
Execute model for the 2, 5, 10-, 25-, 50, 100-, and 500-yr storm events.					4 8 30			42	\$		7,722		\$	-				\$	\$	-	7,722	
Assess impact on existing flow conditions and identify potential mitigation option for each alternative.					1 4 24			29	\$		5,114		\$	-				\$	\$		5,114	
Compare storage gains, flood-stage reductions, and downstream impacts relative to existing conditions.						1 4 6 4		15	\$		3,108		\$	-				\$	\$	-	3,108	
Present results to City of Palm Coast and gather feedback.					6 4 4			14	\$		3,024		\$	-				\$	\$		3,024	
Update city-wide 1D model with the final recommended configuration.					4 4 24			32	\$		5,864		\$	-				\$	\$	-	5,864	
Execute and troubleshoot city-wide 1D ICPR model.					4 2 24			30	\$		5,436		\$	-				\$	\$		5,436	
									\$		-		\$	-				\$	\$		-	
4.0 - Feasibility, Planning, and Pre-Design									\$		-		\$	-				\$	\$		-	
4.1 - Conceptual Park Layout				1 4 2				39 4	\$	24 4	7,798		\$	-				\$	\$	-	7,798	
4.2 - Final Concept			8					44 8	\$	20 8	9,016		\$	-				\$	\$		9,016	
4.3 - QA/QC Reviews				2 8 4		2		16	\$		3,928		\$	-				\$	\$		3,928	
4.4 - Landscape Architecture (Castle Bay)									\$		-		\$	-			\$	\$		6,000 6,900	6,900	
									\$		-		\$	-				\$	\$		-	
5.0 - Planning-Level Construction Cost Estimate(s)									\$		-		\$	-				\$	\$		-	
5.1 - Preliminary			1 4			12 6		27	\$	4	5,526	30	\$	22				\$	\$	-	5,548	
5.2 - Final Conceptual			4			8 4		20	\$	4	4,072	30	\$	22				\$	\$	-	4,094	
									\$		-		\$	-				\$	\$		-	
6.0 - Preliminary Permit Agency Coordination									\$		-		\$	-				\$	\$		-	
6.1 - SJRWMD			4					38 2	\$	24 4	6,912	30	\$	22				\$	\$	-	6,934	
6.2 - City			1 2		2			19	\$	68	3,594	30	\$	22				\$	\$	-	3,616	
									\$		-		\$	-				\$	\$		-	
7.0 - Documentation and Reporting									\$		-		\$	-				\$	\$		-	
7.1 - Technical Memo						4 4 48	4 16	76	\$		13,544		\$	-				\$	\$	-	13,544	
7.2 - Exhibits					2 2 8			36	\$	16 8	6,544		\$	-				\$	\$		6,544	
7.3 - Summary of Results					1 2 2 8		8	21	\$		3,886		\$	-				\$	\$	-	3,886	
7.4 - Review with City and Finalize Memo			4			4		8	\$		2,000		\$	-				\$	\$		2,000	
									\$		-		\$	-				\$	\$		-	
	8	126	90		498	58	76	90	946		2,240	-	\$	\$	\$	7,000	79,935	13,600	6,000			
								\$	\$179,966	\$	\$6,619	-	\$	1,639	\$	\$	8,050	91,925	15,640	\$6,900	122,515 304,121	



February 19, 2026

Via email: Travis.Terpstra@freese.com

Freese & Nichols, Inc.
Travis Terpstra, Project Manager
4 Office Park Drive
Corner Suites
Palm Coast, FL 32137

Re: Professional Surveying Services
MDA #P-1142

Dear Travis:

Pursuant to your request, enclosed herein is our proposal for performing Professional Surveying Services. We propose to provide the following scope of service:

A. Professional Surveying Services

1. Boundary Survey \$8,495.00
This task includes preparing a Boundary Survey of Volusia County Parcel No. 07-11-31-7035-RPOL3-0010, located on Belle Terre Parkway in Palm Coast, Florida. We will establish horizontal control in State Plane Coordinates based on NAD 1983 Datum and locate sufficient monumentation to establish the boundary and recover and/or set property corners as necessary. We will locate all above ground visible improvements within the boundary, within 10 feet outside the boundary and adjacent roadways to the furthest edge of pavement. Once completed, we will provide a digitally signed and sealed copy for the clients use.
2. Topographic Survey \$44,895.00
This task includes preparing a Topographic Survey of Volusia County Parcel No. 07-11-31-7035-RPOL3-0010, located on Belle Terre Parkway in Palm Coast, Florida. We will establish vertical control based on NAVD 1988 Datum and set a minimum of 4 site Benchmarks. We will locate all above ground visible improvements and underground improvements based on above ground evidence and structure details within the boundary, within 20 feet outside the boundary, and adjacent road rights-of-way, as well as the intersection of Belle Terre Parkway and Sienna Trail to fifty (50) feet west of the westerly right-of-way of Belle Terre Parkway. We will also locate the ditch located on the northwesterly boundary from the northerly property corner, northeasterly up to the main drainage canal. All with vertical relief. All open areas will be located based on a 100' by 100' grid transect. Once completed, we will provide a digitally signed and sealed copy for the clients use.

3. Utility Location Survey \$3,145.00
This task includes locating the existing city utilities, to include water, sanitary sewer and electrical utilities and add it to the Topographic Survey of Volusia County Parcel No. 07-11-31-7035-RPOL3-0010, located on Belle Terre Parkway in Palm Coast, Florida. We locate all above ground visible utilities to include markings by the utility companies based on a Sunshine 811 Dig Ticket request. Once completed, we will provide a digitally signed and sealed copy for the clients use.
4. Optional SUE Locates \$7,570.00
This task includes locating four (4) underground utility locations for water, sanitary sewer and electrical utilities utilizing soft dig methods and add it to the Topographic Survey of Volusia County Parcel No. 07-11-31-7035-RPOL3-0010, located on Belle Terre Parkway in Palm Coast, Florida. We will utilize a sub-contractor for this location. Once completed, we will provide a digitally signed and sealed copy for the clients use
5. Wetland Line Survey \$4,595.00
This task includes preparing a Wetland Line Survey of Volusia County Parcel No. 07-11-31-7035-RPOL3-0010, located on Belle Terre Parkway in Palm Coast, Florida. We will locate up to 1,000 linear feet of wetland flags established and set by Zev Cohen & Associates. If there are additional wetland flags beyond 1,000 linear feet, they will be billed at an additional \$3.50 per linear foot. Once completed, we will provide a digitally signed and sealed copy for the clients use.
6. Tree Location Survey \$8,800.00
This task includes preparing a Tree Location Survey of portions of Volusia County Parcel No. 07-11-31-7035-RPOL3-0010, located on Belle Terre Parkway in Palm Coast, Florida. We will locate all trees measuring six (6) inches and greater in diameter at breast height (DBH) within three (3) 150-foot by 150-foot areas as shown on the attached exhibit. Once completed, we will provide a digitally signed and sealed copy for the clients use.
7. Boring Location Survey \$2,435.00
This task includes preparing a Boring Location Survey of Volusia County Parcel No. 07-11-31-7035-RPOL3-0010, located on Belle Terre Parkway in Palm Coast, Florida. We will locate up to eight (8) boring locations within the site. If there are additional boring locations beyond the eight (8) borings, they will be billed at an additional \$350 per boring. Once completed, we will provide a digitally signed and sealed copy for the clients use.

LUMP SUM: \$79,935.00

Note: The above fees are based on the project site being clear of obstacles and ready for the requested service to be provided. If site conditions do not allow for field survey work to be completed and a return visit is required, there may be additional fees based on the attached hourly rate schedule.

We will perform these services for the fees listed above. Additional work requested outside the scope of this proposal will be provided in accordance with our standard hourly rates, copy attached, or as outlined above. Out of pocket expenses are not included in this proposal for services. Costs shall be billed exclusive of surveying fees and shall include, but not be limited to, filing fees, postage, blueprints, xerox copies, survey supplies (such as rebar, lumber and concrete) and other incidental costs incurred by this firm in completing your services. We will bill you as tasks are completed on the project.

After reviewing the above, if it meets with your approval, please sign and date the attached Professional Service Agreement and return them to our office for authorization to proceed.

If you have any questions, or require further information concerning the above, please do not hesitate to give me a call. We look forward to working with you this project and thank you for the opportunity for Mark Dowst & Associates to be of continued service.

Very truly yours,

MARK DOWST & ASSOCIATES, INC.

A handwritten signature in blue ink, consisting of a stylized 'M' followed by a horizontal line.

Mark S. Dowst, P.E.
President

MARK DOWST & ASSOCIATES, INC.

CONSULTING ENGINEERS, PLANNERS, AND SURVEYORS

536 N. HALIFAX AVENUE, SUITE #100 ❖ DAYTONA BEACH, FLORIDA 32118

TELEPHONE (386) 258-7999 ❖ (386) 257-4310

PROFESSIONAL SERVICE AGREEMENT

Project No.: P-1142 (Belle Terre Stormwater Park)
Date: February 19, 2026
Client's Name: Freese & Nichols, Inc.
Address: 4 Office Park Dr., Corner Suites, Palm Coast, FL 32137
Requested By: Travis Terpstra, Project Manager
Received By: Lee Thibodeau
Project Description: Boundary, Topographic, Wetland and Boring Location Survey

CLIENT HEREBY REQUESTS THE PERFORMANCE OF THE FOLLOWING SERVICES:

See attached proposal letter for details.

FEE BASIS:

- ☒ Schedule of Hourly Rates Attached
☒ Plus Direct Expenses
☒ Lump Sum Fee \$79,935.00
☐ Other: Hourly

PAYMENT BASIS:

- ☐ Monthly
☒ On Completion of Tasks
☒ Retainer Fee*: \$15,000.00
* to be applied to final invoice

SERVICE CHARGE

On all amounts not paid within 30 days from date of invoice, a service charge will be made of 1½% per month (18% per annum) for up to One Thousand Dollars due, and 1½% per month (18% per annum) for amounts due of over One Thousand Dollars.

VENUE & COST OF LITIGATION

On all amounts not paid within 30 days from date of invoice, the client will also be responsible for all collection costs, including all attorneys' fees. In the event of a fee dispute, venue of any litigation to resolve that dispute shall be in Volusia County, Florida. Additionally, reasonable attorney's fees and costs shall be assessed for the prevailing party against the losing party in any litigation pertaining to collection fees or costs accrued, as a result of the representation outlined by the attached proposal letter.

LIABILITY LIMITATION

To the maximum extent permitted by law, the Client agrees to limit the Design Professional's liability for the Client's damages to the sum of \$50,000.00 or the Design Professional's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

PROPERTY DESCRIPTION

- ☐ Attached
☒ In File (Per recorded description in ORB 717, Pg. 26)
☐ Must Be Written
☒ Other (Proposed tree location exhibit)

ESTIMATES (Not Guaranteed)

Time of Completion** 12 Weeks

**after receipt of signed agreement

Cost: \$79,935.00

Estimates by: Lee A. Thibodeau, SPM

Special Conditions:

Client will please sign, date, and return both copies. An executed copy will be returned for client files. Work will commence soon after the signed Agreement is received.

FOR: MARK DOWST & ASSOCIATES, INC.

We agree to perform the work described above

FOR: Freese & Nichols, Inc.

The work described is authorized and the above terms and conditions are accepted.

BY: _____

Mark S. Dowst, President

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

DATE: _____

MARK DOWST & ASSOCIATES, INC.

Engineers * Planners * Surveyors

536 N. Halifax Ave, Suite 100, Daytona Beach, Florida 32118

Telephone (386) 258-7999 * Fax (386) 257-4310

November, 2025

STANDARD HOURLY RATES FOR ENGINEERING AND RELATED SERVICES*

Principal Registered Engineer (Expert Witness Testimony and Preparation).....	\$450.00/Hour
Principal Registered Engineer (Public Hearings, 4 Hour Minimum).....	\$325.00/Hour
Principal Registered Engineer.....	\$300.00/Hour
Sr. Project Engineer (Public Hearings, 4 Hour Minimum).....	\$275.00/Hour
Sr. Project Engineer.....	\$250.00/Hour
Project Engineer.....	\$195.00/Hour
Senior Engineering Technician.....	\$175.00/Hour
Engineering Technician.....	\$150.00/Hour
Registered Land Surveyor.....	\$200.00/Hour
Survey Project Manager.....	\$175.00/Hour
Senior Survey Technician.....	\$150.00/Hour
Survey Technician.....	\$135.00/Hour
Survey Crew (1 Man).....	\$150.00/Hour
Survey Crew (2 Man).....	\$180.00/Hour
Survey Crew (3 Man).....	\$225.00/Hour
Permitting Coordinator.....	\$110.00/Hour
Administrative Assistant.....	\$95.00/Hour

STANDARD RATES FOR DIRECT EXPENSES*

Blueprints:	
24"x 36".....	\$3.50 Ea.
30"x 42".....	\$4.00 Ea.
36"x 48".....	\$5.00 Ea.
42"x 60".....	\$6.00 Ea.
Mylars:	\$6.00/S.F.
Color Copies:	
8½" x 11".....	\$3.00 Ea.
8½" x 14".....	\$3.50 Ea.
11" x 17".....	\$4.00 Ea.
24" x 36".....	\$30.00 Ea.
Xerox Copies:	
8½"x 11".....	\$0.25 Ea.
8½"x 14".....	\$0.35 Ea.
11"x 17".....	\$0.50 Ea.
Mileage:	Standard IRS Rates
Postage:	Standard Postal Charges
Telephone Toll Calls:	As Billed

MARK DOWST & ASSOCIATES, INC.

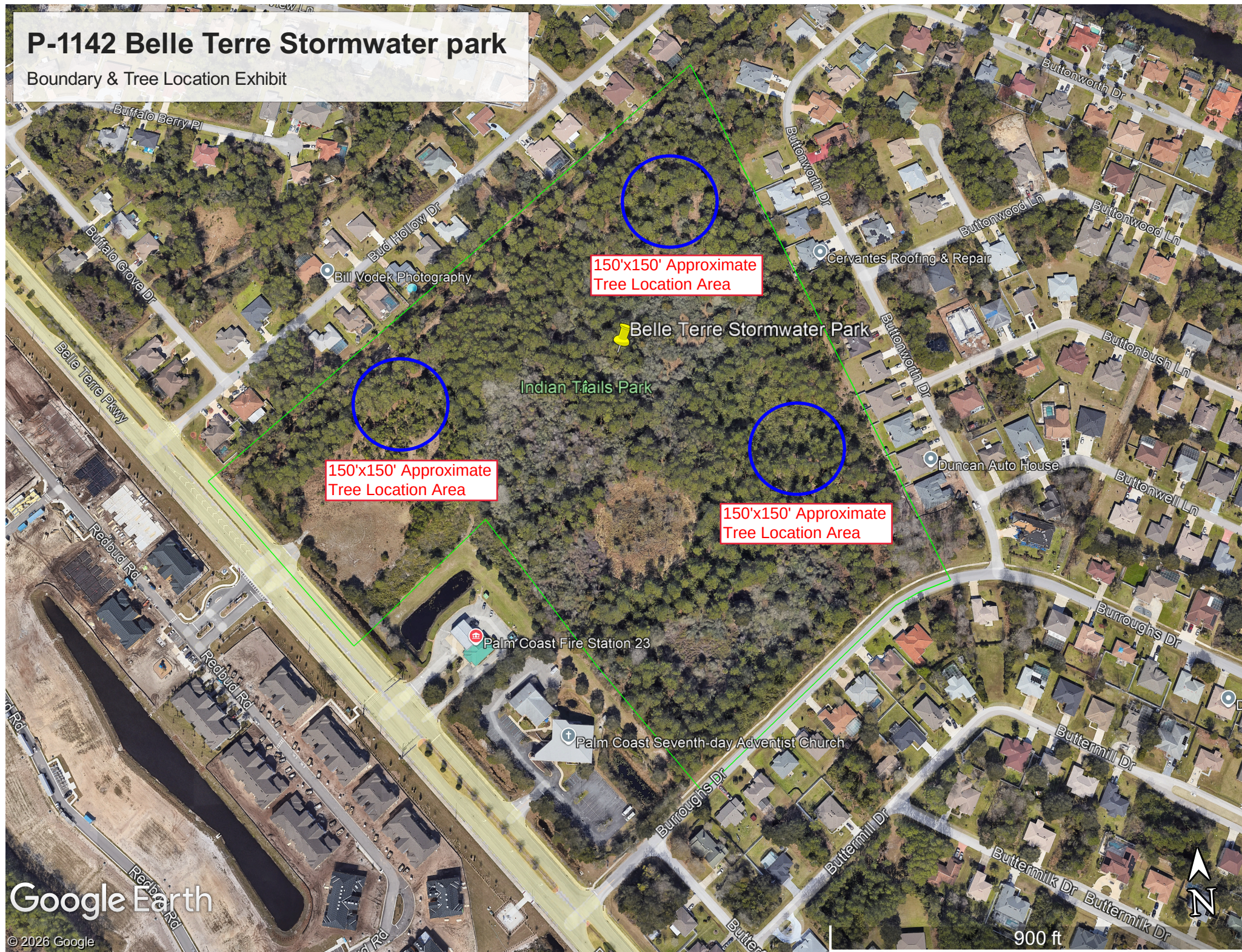


Mark S. Dowst, P.E., President

**Subject to Annual Adjustment*

P-1142 Belle Terre Stormwater park

Boundary & Tree Location Exhibit



Tierra Proposed Boring Location Plan
Feasibility Study
Belle Terre Stormwater Park
City of Palm Coast, Flagler County, Florida
Tierra Proposal No. 55-26-007

Standard Penetration Test (SPT) Boring (25 ft.)



VIA EMAIL
(Travis.Terpstra@freese.com)

January 21, 2026
Revised February 12, 2026
Revised February 26, 2026
Revised March 12, 2026

Travis Terpstra
Project Manager
Freese and Nichols, Inc.
4 Office Park Drive
Palm Coast, Florida 32137

Hereinafter referred to as Client.

RE: City of Palm Coast Stormwater at
Park Belle Terre Parkway
ZC 25306 F

Dear Travis:

Thank you for requesting a Contract/Agreement from Zev Cohen & Associates, Inc., (ZCA also referred to as Consultant) for environmental services for the above referenced project. We look forward to working with you and your company in development of the site. In reviewing this Contract, we hope that you will also consider the following items:

- **Staff Size:** We have a full-time staff including engineers, landscape architects, planners, environmental scientists, GIS analysts, and CADD technicians available to work on your project. Please visit us at www.zevcohen.com.
- **Reliability:** We have been in business for over 48 years and will still be in business to finish your project. ZCA maintains a corporate office in Ormond Beach to facilitate and expedite the project coordination with you and the local permitting agencies.

Based on our credentials, ZCA is pleased to provide you with this Contract for professional services concerning the environmental review of your development in Palm Coast, Florida.

Project Summary

The subject project site is located on Belle Terre Parkway and Burroughs Drive in Palm Coast, Florida, consisting of approximately twenty-eight (28) acres. Changes in ownership or project limits of the proposed site are subject to additional services. The proposed project is to be developed as stormwater park. ZCA will support the Client who will serve as the project manager and lead consultant while coordinating with the Owner and permitting agencies.

Scope of Services

I. Environmental

A. Preliminary Biological Assessment

ZCA shall obtain aerial and soil survey maps for the proposed development area. This information shall be used to conduct a limited site visit to determine the potential for wetlands or protected species habitat. ZCA shall prepare a letter that will provide recommendations for additional biological services, if necessary. Items related to conducting specific field studies and obtaining permits from federal, state and local regulatory agencies are not included within this scope of work.

B. Wetland Delineation

ZCA shall flag the wetland boundaries pursuant to state and federal guidelines. Upon completion, a key map showing wetland flag information shall be prepared for the surveyor. ZCA will coordinate with the project engineers to establish Seasonal High-Water Levels (SHWL)/Tail water elevations for stormwater design. ZCA will inspect these SHWL with the SJRWMD and will coordinate with the project surveyor to collect the vertical elevations.

II. Meetings

ZCA shall attend in-person and virtual meetings (i.e., government, Client, Project Consultants, public hearings, etc.) requested by the Client. We have assumed a budget of ten (10) hours for this service.

Fee Schedule

ZCA shall provide the above described professional services for the proposed following fees:

	<u>TASK</u>	<u>FEE</u>
I.	Environmental	
A.	Preliminary Biological Assessment	\$2,500.00
B.	Wetland Delineation	\$3,000.00
II.	Meetings	\$1,500.00
TOTAL FIXED FEE		\$7,000.00

All permit application and resubmittal fees shall be paid by the Client prior to submittal. Reimbursable expenses are in addition to the above referenced fees.

Services Not Included

The following services are not included in this contract. However, they can be provided as authorized, if determined necessary during the design. Compensation will be based on our Hourly Rates or a negotiated fee. Consultant's services shall be limited to those expressly set forth above, and Consultant shall have no other obligations or responsibilities for the Project except as agreed to in writing or as provided in this Agreement.

1. Civil Engineering and Landscape Architecture
2. Rezoning, comprehensive plan amendment, variances, special exceptions, etc.
3. Traffic Impact Studies and Maintenance of Traffic Plans (with exception of referencing FDOT Indexes)
4. Earthwork or Construction Cost Estimating
5. Signage Design and Permitting
6. 100-Year Flood Plain Compensating Storage or Drainage Basin Studies
7. FEMA Map Revisions or Amendments
8. Concurrency Management Application
9. Off-Site roadway, utility or stormwater improvements beyond project connection at the property
10. Species-specific field survey
11. Permit applications for impacts to protected species
12. Arbor Services, including tree survey
13. Mitigation planning and coordination, including quantitative impact and mitigation assessments
14. GPS Services
15. NPDES permitting, inspections, and reporting
16. Preparations and recording of Plat
17. Coordination and/or addressing Financial Institution or Lending requirements
18. Site lighting or structural design
19. Construction Specification Manual
20. FAA Air Studies or Formal FAA Approval
21. Coordination of franchise utilities beyond providing plans to the private utilities
22. USPS Coordination

Client Initials _____

23. LEED, Green Globes, or other similar environmental program Design Services, Coordination, or Commissioning
24. Environmental Permitting

Client Responsibilities

The Client shall be responsible for providing the following services or information for ZCA's use:

1. Written authorization to access land from current landowner
2. Surveying (topographic, boundary, preparation of legal descriptions, wetland, tree surveys, plat, etc.)
3. Geotechnical Engineering (soil borings, seasonal groundwater table determination, drawdown analysis, etc.)
4. Electrical Design (lighting and electrical design)
5. Structural Engineering (retaining wall design, bollard design, foundation design, concrete slab design, etc., if applicable)
6. Sprinkler/Fire Pump Design
7. Architectural Services
8. Septic System, well, and grease trap design and permitting
9. NPDES notification, inspections, and reporting

The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with additional compensation. Similarly, in the event that modifications to the Documents or Plans are required by the Client or Client Representative, the modifications shall be considered additional service, and additional compensation shall be required.

Please note that the proposed fee is valid for a period of up to ninety (90) days from the date of the proposal. After this period, the proposed fees are subject to review and adjustment.

Please refer to the attached Standard Conditions, which is incorporated by reference into this Contract for Services. This Contract for Services, and the attached Standard Conditions form, contain all the terms of the agreement.

If this Contract/Agreement for Services meets with your approval, please indicate your acceptance below, and return an executed copy to us for our files. **Receipt of the signed contract or Task Authorization will be considered our notice to commence work.**

Please be advised that our firm has provided consulting services for our Clients for over 48 years. Thus, we may have similar projects currently under design. If you have any questions in that regard, please let us know.

Thank you for requesting this contract from our firm. We look forward to working with you on this project and on many more in the future. If you have any questions, please feel free to contact me.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.



Robert J. Ball, P.E.
President

I, as Signatory, warrant and represent that I am authorized on behalf of **Freese and Nichols, Inc.**, to enter into this contract for professional services and I hereby authorize the performance of the above services and agree to pay the fees resulting therefrom.

Accepted on: _____
Date

Accepted by: _____
Signature

Print Name

Print/Type Company Name

RJB/hc

25306c01 F REV 3.12.26

cc: M. Dwight DuRant, P.E.
Samuel C. Hamilton, Jr., P.E.
Randy M. Hudak, P.E.
Haluk Kilic, P.E.
Kristopher Rowley, P.E.
Mark P. Karet, AICP
Mallory Tatum
Viviana Vargas
Haley Calkins
File

Client Initials _____

Please help us create our files correctly by providing the following information:

1. Property Owner Name: _____

Property Owner Address: _____

Note: If Client is not the Record Owner of the subject property, ZCA must be provided with written verification of Owner's acknowledgment that ZCA will be providing professional services related to the subject property and that Record Owner understands the financial obligations related thereto. Should ZCA not receive this written notice within 7 days of the signed contract date, ZCA reserves the right to notify the Record Owner.

2. Billing Address: _____

Phone # _____ Fax # _____

3. Billing should be sent to the attention of: _____

4. Date invoices must be received by Client to maintain Client's standard billing cycle, if applicable: Date: _____ Not Applicable: _____

5. Provide property legal description or Parcel ID number: _____

Legal description attached: [] (please check if applicable)

Client Initials _____

ZEV COHEN & ASSOCIATES, INC.
STANDARD CONDITIONS

The "Consultant" referred to below is Zev Cohen & Associates, Inc. unless otherwise specified in the Contract/Agreement for Services, the following Standard Conditions shall be incorporated as part of the Agreement for Services. In the event of any conflict, the Contract/Agreement for Services shall control:

1. Compensation for services not described in the Contract/Agreement for Services, and services required due to changes to completed plans, or changes to the work as initially requested by Client, shall be based on the following current Schedule of Hourly Rates:

Principal	\$250.00	Engineer I	\$120.00
Department Director	\$230.00	Landscape Architect I	\$120.00
Senior Professional Engineer	\$210.00	Planner I	\$115.00
Senior Registered Landscape Architect	\$200.00	Designer	\$105.00
Project Manager	\$200.00	CADD Manager	\$140.00
Senior Planner	\$180.00	Senior CADD Technician	\$125.00
Senior Biologist/Env. Scientist/GIS Analyst	\$190.00	CADD Technician	\$105.00
Professional Engineer	\$175.00	Construction Administration Manager	\$155.00
Registered Landscape Architect	\$170.00	Construction Administrator	\$125.00
Environmental Scientist III/GIS Specialist III	\$155.00	Construction Administration Technician	\$110.00
Engineer III	\$155.00	Certified Soil Scientist	\$180.00
Landscape Architect III	\$155.00	Certified Arborist	\$115.00
Planner III	\$150.00	Landscape Designer	\$100.00
Environmental Scientist II/GIS Specialist II	\$130.00	Engineering Technician	\$ 90.00
Engineer II	\$130.00	Biological Technician	\$ 80.00
Landscape Architect II	\$130.00	Technical Assistant	\$ 75.00
Planner II	\$125.00	Senior Clerical	\$ 70.00
Senior Designer	\$125.00	Clerical	\$ 60.00
Environmental Scientist I/GIS Specialist I	\$120.00		

Consultant reserves the right to modify the hourly rates at the beginning of each calendar year. An employee's position and hourly rates are subject to change during the duration of the contract.

2. Reimbursable expenses, including without limitation, permit application fees, postage, express delivery, etc. which are advanced by Consultant shall be reimbursable at cost or, upon request of Consultant, paid directly by the Client. Blueprints shall be provided for a cost of \$1.50 per page and color plots at \$35.00 per page. These reimbursable expenses may include the use of a GPS unit and/or an ATV, if required. Both are billed out at \$100 per half-day or \$150 per day.
3. Client shall be invoiced each month for reimbursable expenses and work performed during the preceding month. Client agrees to pay each invoice within thirty (30) days of its receipt. In the event, that an invoice is not paid in full within forty-five (45) days, Consultant reserves the right to stop all work, record a claim of lien as authorized by Florida's Construction Lien Law, and notify property owner if different from the Client. Client further agrees to pay interest on all amounts invoiced and not paid within said forty-five (45) day period at a rate of 10% per month from date of invoice. Client also agrees to pay Consultant's cost of collections, including court costs and reasonable attorney's fees. Failure to make payment within said forty-five (45) days shall release Consultant from all claims which Client may have, whether known or unknown at the time. Signer for Client personally guarantees all amounts due under this Agreement. Any retainer obtained will be applied to the final invoice. Client shall have forty-five (45) days from the date of an invoice to dispute any charge on it. Failure to raise any objection during this time period shall constitute a waiver of any and all objections to the charges made within the invoice. Full payment of all outstanding invoices, except outstanding invoices containing a disputed charge, shall be a condition precedent to making any claim against Consultant by Client.
4. Compensation for services rendered more than one year from the date of the Contract/Agreement for Services shall be based on the then current Schedule of Hourly Rates.
5. Design Professional's services and work product are intended for the sole use and benefit of Client and are not intended to create any third-party rights or benefits or any use by any other person or entity or for any other purpose.
6. Consultant shall not be responsible for construction cost adjustments resulting from changes required by approval agencies and/or site conditions.

Client Initials _____

7. Consultant's determination of amounts owing to Contractor(s) for completed work shall be based on the Consultant's best knowledge, information and belief. Consultant shall not be liable for the techniques of construction nor the safety precautions selected by the Contractor.
8. All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant as instruments of service shall remain the property of Consultant who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. Client may reuse or make any modification to these instruments of service, providing, however, Client agrees to indemnify, defend and hold Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising out of any reuse or modification of the instruments of service by Client or any person or entity that acquires or obtains them from or through Client without the written authorization of Consultant. Furthermore, the Client shall sign the Consultant's Memorandum of Understanding prior to the transfer of documents. Under no circumstances shall transfer of the instruments of service on electronic media for use by Client be deemed a sale by Consultant and Consultant makes no warranties, either express or implied, of merchantability and fitness for any purpose.
9. The obligation to provide further services under this Agreement for Services may be terminated by either party upon seven (7) days' written notice.
10. In the event that all or any portion of the work prepared or partially prepared by Consultant is suspended, or terminated by Client, or by others, Client shall pay Consultant for all fees, charges and services for work performed to date of suspension or termination within thirty (30) days of such suspension or termination.
11. Consultant cannot guarantee the actions of government officials and agencies to grant desired approvals, and shall therefore not be liable for damages resulting from the actions or inactions of government agencies.
12. In providing opinions of probable construction costs, Client understands that Consultant has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided by Consultant are to be made on the basis of Consultant's qualifications and experience. Consultant makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs.
13. Consultant will perform its services using that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same field at the same time in the same or similar locality. Consultant shall perform its services as expeditiously as is consistent with the professional skill and care and the orderly progress of the Project. This guaranty is in lieu of all other warranties or representations, either expressed or implied.
14. Should Consultant, or any of its employees, be found to have been negligent in the performance of services, or they have breached any expressed or implied warranty, representation or contract, Client, all parties claiming through Client, and all parties claiming to have in any way relied upon Consultant's services or work, agree that the maximum aggregate amount of Consultant's liability, or of its officers, employees and agents, shall be limited to the total amount of the fee paid to Consultant for work performed under this Contract/Agreement. Client may, upon written request received by Consultant within five (5) days of this Contract/Agreement, increase Consultant's liability to \$2,000,000 by agreeing to pay Consultant an additional 5% of the total fee charged for Consultant's services. This charge is not to be considered a charge for insurance of any type, but is increased consideration for the greater liability involved.
15. Client agrees to defend, indemnify and hold harmless from and against all suits, claims and demands howsoever arising made against Consultant by third parties in connection with the Project to the extent of Client's negligence, error or omission, including reasonable costs and reasonable attorneys' fees before trial, at trial or on appeal. The indemnity provided by Client to Consultant in this Section 14 herein shall not apply to the extent any claim, loss, damage or liability arising from the willful misconduct or gross negligence of Consultant.
16. In the event any of the provisions of the Contract/Agreement shall be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. Anything contained in any other contract document notwithstanding, Consultant shall not be bound by any provision or agreement (a) requiring or providing for arbitration of disputes or controversies arising out of Consultant's work under this Contract/Agreement, (b) that waives Consultant's rights to a construction lien, or (c) conditioning Consultant's rights to payment upon payment by a third party.
18. In the event the Client has selected certain design consultants to subcontract to the Consultant or otherwise assigned them to the project team (collectively "Other Design Consultants") the Client represents that Other Design Consultants have appropriate qualifications for their designated scope of services and carry appropriate insurance for the Project. Consultant shall coordinate its services with Other Design Consultants but shall not be responsible for errors, omissions, or other wrongful acts of Other Design Consultants. Client shall indemnify, defend, and hold harmless the Consultant for any claims, damages, or losses arising from the performance of Other Design Consultants.

19. The Consultant shall be provided the information needed from the Client or Other Design Consultants for rendering of its services. Client or Other Design Consultants shall provide such information to Consultant and Consultant shall be entitled to rely upon the accuracy and completeness of such information. Client recognizes that it is impossible for Consultant to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information. Accordingly, Client agrees to indemnify, defend, and hold Consultant and Consultant's subconsultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising from errors, omissions or in information provided by Client or Other Design Consultants to Consultant.
20. Consultant will assist Client in applying for site permits and approvals as shown in our Scope of Services. This assistance consists of completing and submitting forms, but does not include special studies, special research, special testing or special documentation or attendance at unanticipated meetings not normally required for this type of project. Should such additional services be required, they will be furnished by Consultant with compensation based on the above Schedule of Hourly Rates or an agreed upon fee.
21. Consultant may use the services of subconsultants when, in Consultant's opinion, it is appropriate and customary to do so. Such persons and entities include, without limitation, surveyors, specialized consultants and testing laboratories. Client shall reimburse Consultant for services and out-of-pocket expenses charged by subconsultants at the actual cost incurred by Consultant for the work of such subconsultants.
22. In the event Client consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by Consultant, Client recognizes that such changes and the results of such changes are not the responsibility of Consultant. Accordingly, Client agrees to release Consultant from any liability arising from the construction, use or result of such changes. In addition, Client agrees to indemnify and hold Consultant harmless from any damage, liability or costs (including reasonable attorneys' fees and costs of defense) arising from such changes, except those damages, liabilities and costs arising from the sole negligence or willful misconduct of Consultant.
23. Client and/or the Client's Contractor or Other Design Consultants shall promptly report to Consultant any deficiencies or suspected deficiencies in Consultant's work or services of which Client becomes aware, so that Consultant may take measures to minimize the consequences of such a deficiency. Failure by Client and/or the Client's Contractor or Other Design Consultants to notify Consultant shall relieve Consultant of the cost of remedying the deficiencies above the sum such remedy would have cost had notice been given to Consultant when Client first became aware of the deficiency.
24. No dispute between the parties over any matter in excess of five thousand dollars (\$5,000.00), exclusive of attorney's fees and costs, shall be litigated until the parties have met with a mediator certified by the Florida Supreme Court who will assist the parties in a voluntary resolution of the dispute. This condition shall be waived if Client fails to agree to a mediator within thirty (30) days from the date of mailing a request to mediate made by Consultant, sent by certified mail, return receipt requested, (or equivalent) to the last address of Client on file with Consultant. Any time period to commence litigation is hereby extended until thirty (30) days after certification by the mediator that the parties are at an impasse. If litigation is prematurely commenced, it shall be stayed until the meditation has taken place.
25. Any suit, claim or legal proceeding of any kind between Client and Consultant shall be brought in a court of competent jurisdiction in Volusia County, Florida, which is Consultant's principal place of business.
26. Consultant's Construction Administration Phase services shall not be modified or reduced except by written modification to this agreement signed by the Client and Consultant. If the Client terminates, modifies or reduces any portion of the Consultant's Construction Administration Phase services under this agreement, the Client shall indemnify, defend, and hold the Consultant and its sub-consultants harmless from and against damages, losses and judgments arising from claims by the Client or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities the Consultant did not provide or in which the Consultant did not participate.
27. Upon the written request or direction of Client, Consultant shall evaluate and advise Client with respect to the Client's proposed or requested changes in materials, products, or equipment for the Project. Consultant shall be entitled to rely on the accuracy and completeness of the information provided by the Client and others in conjunction with the requested substitution. Client acknowledges that such changes may result in a reduction in the quality and performance of the Project and accepts that risk in recognition of the objectives of the change. Accordingly, Consultant shall not be responsible for errors, omissions, or inconsistencies in information or representations by others or in any way resulting from incorporating such substitution into the Project.
28. Consultant's services shall be limited to those expressly set forth in this Agreement. Consultant shall have no other obligations or responsibilities for the Project except as agreed upon Agreement amendments. Amendments to the contract authorized by the Client by verbal, email, or other forms of communication shall be considered binding.

29. Non-Solicitation Agreement - For a period of two years from the date of this Agreement, the Client and the Client's signatory on this Agreement (together, "Client"), agrees not to induce or attempt to persuade, directly or indirectly, any current or future employee of Consultant ("Employee") to terminate his or her employment with Consultant in order to enter into any relationship with the Client, or any firm, corporation, or other entity in which the Client is a participant in any capacity. Consultant will suffer financial harm if an Employee terminates his employment caused by breach of this Non-Solicitation Agreement. As actual damages necessary to compensate Consultant for such harm are uncertain and not readily ascertainable, the parties have agreed upon (liquidated) such damages as follows: An amount equal to the amount payable by Consultant to the Employee for the year following termination of employment. These liquidated damages are not intended by the parties as a penalty, but rather as an approximation of actual compensation due to Consultant as a result of the breach of this Non-Solicitation Agreement. The Client also acknowledges that the services rendered under this Agreement are of a unique, special, and extraordinary character that would be difficult or impossible for Consultant to replace, and by reason of such difficulty, the Client hereby agrees that for the breach or threatened breach of this Non-Solicitation Agreement, Consultant shall, in addition to any other rights and remedies available under this Agreement, at law or otherwise, be entitled to an injunction to be issued by any court of competent jurisdiction enjoining and restraining the Client from breaching this Non-Solicitation Agreement.
30. Nothing contained in this Agreement shall require the Consultant to exercise professional skill and judgment greater than that which can be reasonably expected from other Consultants performing similar services. No fiduciary agreement or relationship is intended or implied. The Consultant makes no warranties or guarantees, express or implied, regarding the adequacy of the Instruments of Service or the outcome of the Project, all of which are hereby expressly disclaimed, including without limitation, warranties of constructability, fitness for a particular use and merchantability. The Consultant shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged, or accepted as of the time during which the Consultant is performing its services under this Agreement. The parties acknowledge that no set of plans and specifications is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the standard of care. The Client shall establish a reasonable contingency line item in the construction budget to cover damages and costs resulting from errors and omissions. The Consultant shall not be liable therefore unless the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the standard care.

**PURSUANT TO THE FLORIDA STATUTES §558.0035,
ANY INDIVIDUAL EMPLOYEE OR AGENT OF ZCA MAY
NOT BE HELD INDIVIDUALLY LIABLE FOR
NEGLIGENCE.**



March 11, 2026

Travis Terpstra, P.E.
Freese and Nichols, Inc.
4 Office Park Drive
Palm Coast, FL 32137

Re: Palm Coast Stormwater Park - Professional Landscape Architecture Services

Dear Travis,

We appreciate the opportunity for **Castle Bay Design Studio** (“Castle Bay”) to provide **Freese and Nichols, Inc.** (“Client”) with the following scope of professional design services for the proposed Stormwater Park project in Palm Coast, FL.

PROJECT UNDERSTANDING

The Client has asked Castle Bay to support their project lead with assistance with the early planning and design of a stormwater park. Castle Bay understands the initial effort is conceptual master planning of a stormwater facility with a variety of future park improvements including a perimeter trail, future/potential restroom building, a small skatepark, expanded parking facility, play features, and other park-related elements to be refined at a later date but accounted for spatially within the initial master plan effort.

SCOPE OF SERVICES

Task 1: Conceptual Master Plan

Castle Bay will prepare a Conceptual Master Plan (CMP) which shall serve as a foundational plan establishing the path forward for the current and future potential programming within the Stormwater Park. More specifically, the initial master planning effort will focus on the placement of a stormwater storage facility as the primary focus of the park space. A perimeter walking trail will be conceptually designed along with several site elements which will be conceptually identified for future park expansion, including expanded parking, a restroom building, pavilion(s), play features, a small overwater boardwalk and pier, a small skate park, and other park-related elements.

Task 1 Deliverables:

- Full-color rendered site plan of the CMP in digital format (PDF)

Task 2: CMP Review Meeting

Castle Bay will attend one pre-scheduled meeting, either in-person or virtually (i.e. Teams, Zoom, etc) with the Client and the City of Palm Coast to review and discuss the CMP. Any/all comments and feedback received during this meeting will be utilized to inform revisions to the CMP.

Task 3: Final Master Plan

Once the CMP has been prepared and has been discussed with the Client and City of Palm Coast, Castle Bay will synthesize all of the information received and refine the CMP accordingly. This Final Master Plan will articulate the “road map” forward informing future design efforts.

Task 3 Deliverables:

- Full-color rendered site plan of the Final Master Plan in digital format (PDF)

FEE SCHEDULE		
Task	Description	Fee
1	Conceptual Master Plan	\$4,800
2	CMP Review Meeting	\$400
3	Final Master Plan	\$800
	TOTAL LUMP SUM	\$6,000

Castle Bay will perform the services above for the Total Lump Sum Fee noted above. Lump Sum fees will be invoiced monthly based upon the overall percentage of services performed.

ADDITIONAL SERVICES

Any services not specifically outlined above will be billed as additional services and performed at current hourly rates. Additional services may include, but are not limited to, the following:

- Additional design and/or plan revisions beyond what is outlined above.
- Additional meetings and/or Travel beyond what is outlined above.
- Construction Documents
- Permitting
- Renderings

INFORMATION PROVIDED BY CLIENT

The following information, upon which Castle Bay may rely, will be provided to Castle Bay by the Client:

- Survey prepared by Licensed Surveyor for all areas outlined within the Project Limits shown inclusive of boundaries, topography, above and below ground features and utilities, and existing vegetation.

Receipt of an FNI Subconsultant Agreement shall be considered our notice to proceed.

Sincerely,
Castle Bay Design + Studio, LLC

A handwritten signature in black ink, appearing to read 'S. Kuzoian', with a stylized flourish at the end.

S. Brett Kuzoian, RLA
Principal

Castle Bay Design Studio, LLC

General Terms and Conditions

Unless otherwise specified in the attached Contract for Professional Services, the following General Terms and Conditions shall be incorporated as part of the Contract for Professional Services. In the event of a conflict, the Contract for Professional Services (Hereinafter the "Agreement") shall prevail.

1. ENGAGEMENT AND COMPENSATION

Client hereby engages Castle Bay for the purposes as agreed upon in the Agreement. Compensation for services not described in the Agreement or for services modified from, or not originally considered within, the original Agreement shall be based on the following Schedule of Hourly Rates:

Principal Landscape Architect	\$210.00
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2. OUT-OF-POCKET EXPENSES

Out-of-pocket expenses, including but not limited to, permit application fees, postage, express delivery, etc. which are provided by Castle Bay shall be reimbursable at cost or, upon request of Castle Bay, paid directly by Client.

3. INVOICING

Client shall be invoiced each month for reimbursable expenses and work performed during the preceding month. Client agrees to pay each invoice within thirty (30) days of its receipt. In the event that an invoice is not paid in full within sixty (60) days, Castle Bay reserves the right to stop all work, record a claim of lien as authorized by Florida's Construction Lien Law, and notify property owner if different from the Client. Client further agrees to pay interest on all amounts invoiced and not paid within said sixty (60) day period at a rate of 1.5% per month from date of invoice. Client also agrees to pay Castle Bay's cost of collections, including court costs and reasonable attorney's fees. Failure to make payment within said sixty (60) days shall release Castle Bay from all claims which Client may have, whether known or unknown at the time. Signer for Client personally guarantees all amounts due under this Agreement. Any retainer obtained will be applied to the final invoice. Client shall have sixty (60) days from the date of an invoice to dispute any charge on it. Failure to raise any objection during this time period shall constitute a waiver of any and all objections to the charges made within the invoice.

4. WARRANTIES

Castle Bay shall use the degree of care and skill ordinarily exercised under similar circumstances by members of its profession. Castle Bay cannot control the costs of labor, equipment, materials, techniques, or the services of other contractors or vendors and therefore cannot warrant, express or implied, any opinion regarding the probable costs associated with any bid or estimate

5. CASTLE BAY MATERIALS

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media thereof, prepared by Castle Bay as instruments of service under this Agreement shall remain the property of Castle Bay who shall be deemed the author and shall retain all common law, statutory law or all other grounds, to specifically include, but not to be limited to, all copyrights and trademarks. However, Client agrees to indemnify and hold Castle Bay harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising out of any reuse or modification of the instruments of service by Client or any person or entity that acquires or obtains them from or through Client without the written authorization of Castle Bay. Under no circumstances shall transfer of the instruments of service on electronic media for use by Client be deemed a sale by Castle Bay and Castle Bay makes no warranties, either expressed or implied, of merchantability and fitness for any purpose.

6. TERMINATION

Either party may terminate this Agreement by providing written notice to the other party ten (10) days prior to termination. Upon receipt of the notice of termination by the Client, Castle Bay shall be allowed to take all necessary steps, as determined by Castle Bay, to adequately close their service commitments. Castle Bay shall

provide the Client with a final invoice, to include the return of the remaining retainer of this Agreement, if any, within thirty (30) days of the notice of termination.

7. BREACH

The Client agrees to release Castle Bay from all obligations of this Agreement should the Client fail to make any payment as required by this Agreement or misrepresent or fail to disclose a material fact to Castle Bay. In the event it is necessary to institute suit for breach of this Agreement, or for collection of fees, costs and/or advances due Castle Bay, the Client agrees to pay all costs and expenses necessitated thereby, including reasonable attorney fees, court costs, and interest.

8. MEDIATION

Any dispute arising between the parties hereto, whether arising under this Agreement or otherwise, of which the parties cannot resolve between themselves through negotiation using good faith, shall be referred to a court certified mediator of the Circuit Court in Volusia County, Florida, before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties shall share equally in the cost of the mediator.

9. INDEMNIFICATION

Client agrees to indemnify and hold Castle Bay and its shareholders, officers, directors, partners, employees, agents and subcontractors harmless from any claim, liability or costs (including the payment of reasonable attorney fees and costs for defense) for injury or loss arising from errors in, or omissions of, information provided to Castle Bay by Client, and all other work or service performed by individuals or entities retained solely by the Client.

10. LIMITATION OF LIABILITY

- a. Castle Bay shall not be liable for damages sustained as a result of misinformation or omissions of Information provided by the Client or other persons not retained by Castle Bay.
- b. Castle Bay shall not be liable for any damages arising out of modifications to any plans, specifications or other related documents which are not approved by Castle Bay in writing.
- c. Castle Bay shall not be liable for the techniques of construction nor the safety precautions selected by any contractor retained to provide any services to the Client or Castle Bay.
- d. Castle Bay cannot guarantee that government officials or agencies will grant desired approvals or otherwise act in the best interests of Client, and therefore the parties agree that Castle Bay shall not be liable for damages resulting from the actions or inactions of government officials or agencies.
- e. The parties agree that the Client and the Client's spouses, heirs, shareholders, officers, directors, partners, employees, and agents, shall limit the liability of Castle Bay on any cause of action for negligence or breach of the Agreement to the total amount of the fee paid to Castle Bay for services performed under the Agreement.

11. DUTY TO INFORM

Client shall promptly notify Castle Bay of any deficiencies or suspected deficiencies in Castle Bay's work or services of which Client becomes aware so that Castle Bay may take measures to minimize the consequences of such a deficiency. Failure by Client to notify Castle Bay shall relieve Castle Bay of the cost of repairs above the sum such remedy would have cost had notice been given when the Client first became aware of the deficiency or suspected deficiency.

12. MODIFICATION

Except as otherwise agreed to by the parties herein, no other change, modification or waiver of this Agreement shall be valid unless it is in writing and signed by all the parties who are bound by the terms of this agreement.

13. ORIGINAL COPY

This Agreement as an electronic copy shall be considered for all purposes as originals.

City of Palm Coast, Florida Agenda Item

Agenda Date: June 16, 2026

Agenda Item: G.4

Department STORMWATER AND ENGINEERING
Division CONSTRUCTION MGT AND
ENGINEERING

Amount \$618,308.04
Org/Account # 54205509-063000-
99014/54205511-034000-55105

Subject: RESOLUTION 2026-XX APPROVING CONSTRUCTION CONTRACTS FOR MULTI-SITE
STORMWATER PIPE REHABILITATION AND REPLACEMENT

Presenter: Carmelo Morales, Stormwater Engineer

Attachments:

1. Resolution
2. Draft Contracts (5)
3. Notice Of Intent to Award
4. Project Overview

Background:

City Staff have identified the need for rehabilitation services for the repair of aging, damaged, and deteriorated stormwater infrastructure. This project focuses on five (5) sites with seven (7) different pipe segments in various locations through the City of Palm Coast.

Staff advertised Bid (ITB-SWE-26-48) for the Multi-Site Stormwater Pipe Rehabilitation & Replacement Projects. Seven (7) bids were received; seven (5) were responsive and two (2) were considered non-responsive. Staff recommend awarding a contract to the lowest bidder at each location for a total amount of \$562,098.22. The Notice of Intent to Award and Project Overview are attached.

This item is to approve funding in the amount of \$562,098.22 for pipe rehabilitation services at multiple locations citywide, along with a 10% project contingency of 56,209.82 for unforeseen project circumstances for a total project approval of \$618,308.04.

Funds for this project are budgeted out of the Stormwater Engineering Fund for FY 2026.

Source of Funds Worksheet

Original Budget: \$300,000.00

Total Expended/Encumbered to Date: \$6,445.00

Pending Work Orders.Contracts:

Current (WO/Contract): \$232,937.92

Balance: \$60,017.08

Source of Funds Worksheet

Original Budget: \$1,227,437.00

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

Pending Work Orders.Contracts:

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

Balance: \$257,575.54

Recommended Action:

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

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

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

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

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

WHEREAS, in accordance with Chapter 2, Article 1, Division 3 – Purchase and Contractual Services Sections, 2-26- Approval Requirements- Subsection A, City Council desires to grant authority for the City Manager to enter into or increase any necessary contracts including those that are equal to or exceed \$100,000 associated with the expenses related to the above-mentioned services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF A CONTRACTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of agreements with American Civil Construction, Inc., and S.E. Cline Construction, Inc., for pipe rehabilitation services at multiple Citywide locations, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to Contract Agreements for changes totaling less than \$100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Contract Agreements on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 16th day of June 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Contracts (5)



CONTRACT EXECUTIVE OVERVIEW (Construction)

Vendor Name American Civil Construction, Inc.

Project Name: Multi-Site Stormwater Pipe Rehabilitation & Replacement

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

Contract Value \$ 95,040.58

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): Y

**If No, then Reviewed by
City Attorney:** _____

Days to Substantial Completion 30

Days to Final Completion 30

City's Project Manager Carlos Brito

Engineer of Record City of Palm Coast

Brief Description/Purpose:

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

Approvals:

Responsible Dept. Director _____ **Date:** _____

City Finance _____ **Date:** _____

City Attorney _____ **Date:** _____

City Manager _____ **Date:** _____

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



City of PALM COAST

Finance Department
Budget & Procurement Office

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

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

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

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

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

- Copy of Payment and Performance Bonds

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

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

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

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

Sincerely,

Shannon Nolan

Shannon Nolan
Procurement Coordinator



please recycle

palmcoastgov.com



CONSTRUCTION CONTRACT

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

WITNESSETH:

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

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

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

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

Section 2. Engineer.

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

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

Section 3. Contract Time.

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

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

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

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

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

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

Section 4. Contract Price.

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

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

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

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

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

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

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

Section 5. Payment Procedures.

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

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

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

(d) Taxes. Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

Section 6. Retainage and Withholding Payment for Breach

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. Liquidated Damages.

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

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

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

Section 10. Miscellaneous.

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

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

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

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

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

Section 12. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

TO CONTRACTOR:

Robert W. Ackley, Jr.

American Civil Construction, Inc.

77 Hargrove Grade

Palm Coast, FL 32137

TO CITY:

City Manager

City of Palm Coast

160 Lake Avenue

Palm Coast, Florida 32164

In Process

Section 13. Conflict of Interest.

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

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

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

Section 14. Material Breaches of Contract.

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

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

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

Section 15. E-Verify Registration and Use

Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- (b) All persons (including subvendors/subsconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

Section 16. Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if

Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

Section 17. Contractor Preference. Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

- (a) The Contractor's political opinions, speech, or affiliations;
- (b) The Contractor's religious beliefs, religious exercise, or religious affiliations;
- (c) The Contractor's lawful ownership of a firearm;
- (d) The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
- (e) The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
- (f) The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
- (g) The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
- (h) The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

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

CITY OF PALM COAST

By: _____

Name: Michael McGlothlin

Title: City Manager

Date: _____

AMERICAN CIVIL CONSTRUCTION, INC.

By: _____
Authorized Signatory

Name: _____

Title: _____

Date: _____

**QUALIFICATION FORM I
QUALIFICATION FORMS PACKAGE
E-VERIFY REGISTRATION AND USE AFFIDAVIT**

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

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

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful bidder awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Bidder shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

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

Print: President
Print Name

Date: 05/07/2026

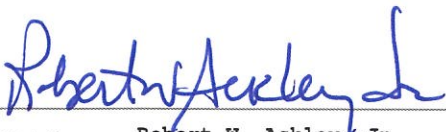
Title: President

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that American Civil Construction, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of American Civil Construction, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



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

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7th day of May, 2026 by Robert W. Ackley, Jr. [name of officer or agent, title of officer or agent] of American Civil Construction, Inc. [name of contractor company acknowledging], a Florida [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.



Notary Public

[NOTARY SEAL]



Nathan Poolson

Name typed, printed or stamped

My Commission Expires: 01/23/2028

QUALIFICATION FORM K
FOREIGN COUNTRY OF CONCERN ATTESTATION

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

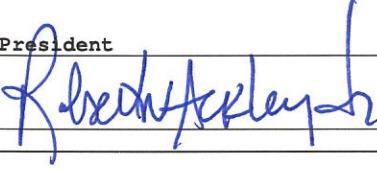
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms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

American Civil Construction, Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Robert W. Ackley, Jr.

Title: President

Signature: 

Date: 05/07/2026

QUALIFICATION FORM L
ANTI-HUMAN TRAFFICKING AFFIDAVIT

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Flagler

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of American Civil Construction, Inc. (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 05/07/2026

Signed: 

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

Title: President

Sworn to (or affirmed) and subscribed before me this 7th day of May, 20 26, by Robert W. Ackley, Jr.

Notary Signature



PRINT, TYPE OR STAMP NAME OF NOTARY



Personally known ☒

OR Produced Identification

Type of Identification Produced

END OF SECTION



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

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

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

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

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

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

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

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

Site Location





CONTRACT EXECUTIVE OVERVIEW (Construction)

Vendor Name American Civil Construction, Inc.

Project Name: Multi-Site Stormwater Pipe Rehabilitation & Replacement

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

Contract Value \$ 102,203.29

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): Y

**If No, then Reviewed by
City Attorney:** _____

Days to Substantial Completion 30

Days to Final Completion 30

City's Project Manager Carlos Brito

Engineer of Record City of Palm Coast

Brief Description/Purpose:

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

Approvals:

Responsible Dept. Director _____ **Date:** _____

City Finance _____ **Date:** _____

City Attorney _____ **Date:** _____

City Manager _____ **Date:** _____

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



City of PALM COAST

Finance Department
Budget & Procurement Office

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

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

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

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

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

- Copy of Payment and Performance Bonds

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

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

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

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

Sincerely,

Shannon Nolan

Shannon Nolan
Procurement Coordinator



please recycle

palmcoastgov.com



CONSTRUCTION CONTRACT

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

WITNESSETH:

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

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

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

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

Section 2. Engineer.

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

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

Section 3. Contract Time.

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

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

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

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

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

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

Section 4. Contract Price.

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

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

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

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

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

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

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

Section 5. Payment Procedures.

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

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

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

(d) Taxes. Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

Section 6. Retainage and Withholding Payment for Breach

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. Liquidated Damages.

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

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

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

Section 10. Miscellaneous.

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

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

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

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

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

Section 12. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

TO CONTRACTOR:

Robert W. Ackley, Jr.

American Civil Construction, Inc.

77 Hargrove Grade

Palm Coast, FL 32137

TO CITY:

City Manager

City of Palm Coast

160 Lake Avenue

Palm Coast, Florida 32164

In Process

Section 13. Conflict of Interest.

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

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

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

Section 14. Material Breaches of Contract.

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

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

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

Section 15. E-Verify Registration and Use

Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- (b) All persons (including subvendors/subsconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

Section 16. Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if

Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

Section 17. Contractor Preference. Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

- (a) The Contractor's political opinions, speech, or affiliations;
- (b) The Contractor's religious beliefs, religious exercise, or religious affiliations;
- (c) The Contractor's lawful ownership of a firearm;
- (d) The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
- (e) The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
- (f) The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
- (g) The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
- (h) The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

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

CITY OF PALM COAST

By: _____

Name: Michael McGlothlin

Title: City Manager

Date: _____

AMERICAN CIVIL CONSTRUCTION, INC.

By: _____
Authorized Signatory

Name: _____

Title: _____

Date: _____

**QUALIFICATION FORM I
QUALIFICATION FORMS PACKAGE
E-VERIFY REGISTRATION AND USE AFFIDAVIT**

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

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

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful bidder awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Bidder shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

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

Print: **President**
Print Name

Date: **05/07/2026**

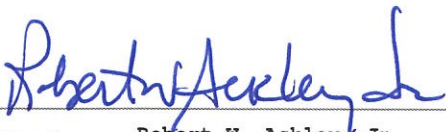
Title: **President**

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that American Civil Construction, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of American Civil Construction, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



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

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7th day of May, 2026 by Robert W. Ackley, Jr. [name of officer or agent, title of officer or agent] of American Civil Construction, Inc. [name of contractor company acknowledging], a Florida [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.



Notary Public

[NOTARY SEAL]



Nathan Poolson

Name typed, printed or stamped

My Commission Expires: 01/23/2028

QUALIFICATION FORM K
FOREIGN COUNTRY OF CONCERN ATTESTATION

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

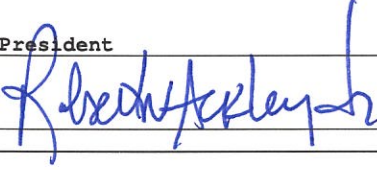
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms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

American Civil Construction, Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Robert W. Ackley, Jr.

Title: President

Signature: 

Date: 05/07/2026

**QUALIFICATION FORM L
ANTI-HUMAN TRAFFICKING AFFIDAVIT**

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Flagler

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of American Civil Construction, Inc. (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 05/07/2026

Signed: 

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

Title: President

Sworn to (or affirmed) and subscribed before me this 7th day of May, 20 26, by Robert W. Ackley, Jr.

Notary Signature



PRINT, TYPE OR STAMP NAME OF NOTARY



Personally known ☒

OR Produced Identification

Type of Identification Produced

END OF SECTION



Appendix "D"

SITE #3 – FRANCISCAN @ FRANKFORD (PHASE 2)

STORMWATER PIPE REPLACEMENT

SCOPE OF WORK

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

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

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

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

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

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

Site Location





CONTRACT EXECUTIVE OVERVIEW (Construction)

Vendor Name American Civil Construction, Inc.

Project Name: Multi-Site Stormwater Pipe Rehabilitation & Replacement

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

Contract Value \$ 176,728.10

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): Y

**If No, then Reviewed by
City Attorney:** _____

Days to Substantial Completion 30

Days to Final Completion 30

City's Project Manager Carlos Brito

Engineer of Record City of Palm Coast

Brief Description/Purpose:

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

Approvals:

Responsible Dept. Director _____ **Date:** _____

City Finance _____ **Date:** _____

City Attorney _____ **Date:** _____

City Manager _____ **Date:** _____

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



City of PALM COAST

Finance Department
Budget & Procurement Office

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

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

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

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

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

- Copy of Payment and Performance Bonds

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

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

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

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

Sincerely,

Shannon Nolan

Shannon Nolan
Procurement Coordinator





CONSTRUCTION CONTRACT

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

WITNESSETH:

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

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

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

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

Section 2. Engineer.

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

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

Section 3. Contract Time.

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

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

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

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

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

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

Section 4. Contract Price.

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

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

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

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

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

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

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

Section 5. Payment Procedures.

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

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

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

(d) Taxes. Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

Section 6. Retainage and Withholding Payment for Breach

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. Liquidated Damages.

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

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

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

Section 10. Miscellaneous.

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

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

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

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

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

Section 12. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

TO CONTRACTOR:

Robert W. Ackley, Jr.

American Civil Construction, Inc.

77 Hargrove Grade

Palm Coast, FL 32137

TO CITY:

City Manager

City of Palm Coast

160 Lake Avenue

Palm Coast, Florida 32164

In Process

Section 13. Conflict of Interest.

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

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

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

Section 14. Material Breaches of Contract.

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

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

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

Section 15. E-Verify Registration and Use

Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- (b) All persons (including subvendors/subsconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

Section 16. Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if

Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

Section 17. Contractor Preference. Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

- (a) The Contractor's political opinions, speech, or affiliations;
- (b) The Contractor's religious beliefs, religious exercise, or religious affiliations;
- (c) The Contractor's lawful ownership of a firearm;
- (d) The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
- (e) The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
- (f) The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
- (g) The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
- (h) The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

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

CITY OF PALM COAST

By: _____

Name: Michael McGlothlin

Title: City Manager

Date: _____

AMERICAN CIVIL CONSTRUCTION, INC.

By: _____

Authorized Signatory

Name: _____

Title: _____

Date: _____

**QUALIFICATION FORM I
QUALIFICATION FORMS PACKAGE
E-VERIFY REGISTRATION AND USE AFFIDAVIT**

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

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

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful bidder awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Bidder shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

American Civil Construction, Inc

(Bidder Company Name)
By: 
Signature

Print: **President**

Print Name

Date: **05/07/2026**

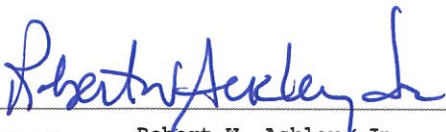
Title: **President**

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that American Civil Construction, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of American Civil Construction, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



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

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7th day of May, 2026 by Robert W. Ackley, Jr. [name of officer or agent, title of officer or agent] of American Civil Construction, Inc. [name of contractor company acknowledging], a Florida [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.



Notary Public

[NOTARY SEAL]



Nathan Poolson

Name typed, printed or stamped

My Commission Expires: 01/23/2028

QUALIFICATION FORM K
FOREIGN COUNTRY OF CONCERN ATTESTATION

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

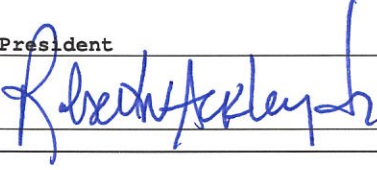
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms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

American Civil Construction, Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Robert W. Ackley, Jr.

Title: President

Signature: 

Date: 05/07/2026

**QUALIFICATION FORM L
ANTI-HUMAN TRAFFICKING AFFIDAVIT**

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Flagler

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of American Civil Construction, Inc. (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 05/07/2026

Signed: 

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

Title: President

Sworn to (or affirmed) and subscribed before me this 7th day of May, 20 26, by Robert W. Ackley, Jr.

Notary Signature



PRINT, TYPE OR STAMP NAME OF NOTARY



Personally known ☒

OR Produced Identification

Type of Identification Produced

END OF SECTION



Appendix "E"

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

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

The work includes, in general:

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

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

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

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

Site Locations







CONTRACT EXECUTIVE OVERVIEW (Construction)

Vendor Name S.E. Cline Construction, Inc.

Project Name: Multi-Site Stormwater Pipe Rehabilitation & Replacement

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

Contract Value \$ 82,987.66

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): Y

**If No, then Reviewed by
City Attorney:** _____

Days to Substantial Completion 30

Days to Final Completion 30

City's Project Manager Carlos Brito

Engineer of Record City of Palm Coast

Brief Description/Purpose:

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

Approvals:

Responsible Dept. Director _____ **Date:** _____

City Finance _____ **Date:** _____

City Attorney _____ **Date:** _____

City Manager _____ **Date:** _____

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



City of PALM COAST

Finance Department
Budget & Procurement Office

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

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

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

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

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

- Copy of Payment and Performance Bonds

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

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

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

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

Sincerely,

Shannon Nolan

Shannon Nolan
Procurement Coordinator





CONSTRUCTION CONTRACT

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

WITNESSETH:

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

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

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

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

Section 2. Engineer.

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

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

Section 3. Contract Time.

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

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

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

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

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

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

Section 4. Contract Price.

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

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

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

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

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

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

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

Section 5. Payment Procedures.

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

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

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

(d) Taxes. Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

Section 6. Retainage and Withholding Payment for Breach

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. Liquidated Damages.

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

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

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

Section 10. Miscellaneous.

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

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

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

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

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

Section 12. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

TO CONTRACTOR:

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

TO CITY:

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

In Process

Section 13. Conflict of Interest.

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

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

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

Section 14. Material Breaches of Contract.

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

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

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

Section 15. E-Verify Registration and Use

Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- (b) All persons (including subvendors/subsconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

Section 16. Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if

Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

Section 17. Contractor Preference. Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

- (a) The Contractor's political opinions, speech, or affiliations;
- (b) The Contractor's religious beliefs, religious exercise, or religious affiliations;
- (c) The Contractor's lawful ownership of a firearm;
- (d) The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
- (e) The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
- (f) The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
- (g) The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
- (h) The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

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

CITY OF PALM COAST

By: _____

Name: Michael McGlothlin

Title: City Manager

Date: _____

S.E. CLINE CONSTRUCTION, INC.

By: _____

Authorized Signatory

Name: _____

Title: _____

Date: _____

**QUALIFICATION FORM I
QUALIFICATION FORMS PACKAGE
E-VERIFY REGISTRATION AND USE AFFIDAVIT**

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all its employees hired on and after January 1, 2021.

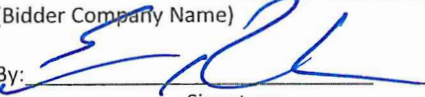
B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

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

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful bidder awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Bidder shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

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

Print: Eric Rush
Print Name

Date: May 7, 2026

Title: Vice President



New



Modernize the employment eligibility verification process today!

[Learn More](#)

My Company Profile

Company Information

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

[Edit Company Information](#)

Employer Category

Employer Category
None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address
18 Utility Dr
Palm Coast, FL 32137

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

[Edit Company Addresses](#)

Hiring Sites

Number of Sites
1

[Edit Hiring Sites](#)

Company Access

My Company is configured to:
Verify Its Own Employees

Memorandum of Understanding
[View Current MOU](#)





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

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that S.E. Cline Construction, Inc. does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of S.E. Cline Construction, Inc.'s proof of registration in the E-Verify system is attached to this Affidavit.

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

STATE OF FLORIDA

COUNTY OF FLAGLER

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

Notary Public



JAMIE WRIGHT
Commission # HH 537636
Expires June 11, 2028

Jamie Wright
Name typed, printed or stamped

My Commission Expires: June 11, 2028

**QUALIFICATION FORM K
FOREIGN COUNTRY OF CONCERN ATTESTATION**

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

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

S.E. Cline Construction, Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Eric Rush

Title: Vice President

Signature: 

Date: May 7, 2026

**QUALIFICATION FORM L
ANTI-HUMAN TRAFFICKING AFFIDAVIT**

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Flagler

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of S.E. Cline Cons., Inc. (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: May 7, 2026

Signed: _____

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

Name: Eric Rush

Title: Vice President

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



JAMIE WRIGHT
Commission # HH 537636
Expires June 11, 2028

Notary Signature

Jamie Wright
Jamie Wright
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known ✓

OR Produced Identification _____

Type of Identification Produced _____

END OF SECTION



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

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

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

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

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

Bid Form – Site #7 (FOUNTAIN GATE LANE)

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



CONTRACT EXECUTIVE OVERVIEW (Construction)

Vendor Name S.E. Cline Construction, Inc.

Project Name: Multi-Site Stormwater Pipe Rehabilitation & Replacement

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

Contract Value \$ 105,138.59

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): Y

**If No, then Reviewed by
City Attorney:** _____

Days to Substantial Completion 30

Days to Final Completion 30

City's Project Manager Carlos Brito

Engineer of Record City of Palm Coast

Brief Description/Purpose:

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

Approvals:

Responsible Dept. Director _____ **Date:** _____

City Finance _____ **Date:** _____

City Attorney _____ **Date:** _____

City Manager _____ **Date:** _____

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



City of PALM COAST

Finance Department
Budget & Procurement Office

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

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

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

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

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

- Copy of Payment and Performance Bonds

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

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

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

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

Sincerely,

Shannon Nolan

Shannon Nolan
Procurement Coordinator



please recycle

palmcoastgov.com



CONSTRUCTION CONTRACT

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

WITNESSETH:

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

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

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

PIPE REPLACEMENT SERVICES: SITE #9, 3 Westmar Place

Section 2. Engineer.

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

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

Section 3. Contract Time.

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

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

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

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

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

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

Section 4. Contract Price.

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

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

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

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

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

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

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

Section 5. Payment Procedures.

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

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

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

(d) Taxes. Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

Section 6. Retainage and Withholding Payment for Breach

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. Liquidated Damages.

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

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

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

Section 10. Miscellaneous.

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

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

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

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

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

Section 12. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

TO CONTRACTOR:

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

TO CITY:

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

In Process

Section 13. Conflict of Interest.

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

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

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

Section 14. Material Breaches of Contract.

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

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

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

Section 15. E-Verify Registration and Use

Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- (b) All persons (including subvendors/subsconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

Section 16. Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if

Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

Section 17. Contractor Preference. Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

- (a) The Contractor's political opinions, speech, or affiliations;
- (b) The Contractor's religious beliefs, religious exercise, or religious affiliations;
- (c) The Contractor's lawful ownership of a firearm;
- (d) The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
- (e) The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
- (f) The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
- (g) The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
- (h) The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

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

CITY OF PALM COAST

By: _____

Name: Michael McGlothlin

Title: City Manager

Date: _____

S.E. CLINE CONSTRUCTION, INC.

By: _____

Authorized Signatory

Name: _____

Title: _____

Date: _____

**QUALIFICATION FORM I
QUALIFICATION FORMS PACKAGE
E-VERIFY REGISTRATION AND USE AFFIDAVIT**

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all its employees hired on and after January 1, 2021.

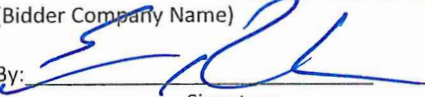
B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

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

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful bidder awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Bidder shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

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

Print: Eric Rush
Print Name

Date: May 7, 2026

Title: Vice President



New



Modernize the employment eligibility verification process today!

[Learn More](#)

My Company Profile

Company Information

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

[Edit Company Information](#)

Employer Category

Employer Category
None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address
18 Utility Dr
Palm Coast, FL 32137

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

[Edit Company Addresses](#)

Hiring Sites

Number of Sites
1

[Edit Hiring Sites](#)

Company Access

My Company is configured to:
Verify Its Own Employees

Memorandum of Understanding
[View Current MOU](#)





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

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that S.E. Cline Construction, Inc. does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of S.E. Cline Construction, Inc.'s proof of registration in the E-Verify system is attached to this Affidavit.

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

STATE OF FLORIDA

COUNTY OF FLAGLER

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

Notary Public



JAMIE WRIGHT
Commission # HH 537636
Expires June 11, 2028

Jamie Wright
Name typed, printed or stamped

My Commission Expires: June 11, 2028

**QUALIFICATION FORM K
FOREIGN COUNTRY OF CONCERN ATTESTATION**

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

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

S.E. Cline Construction, Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Eric Rush

Title: Vice President

Signature: 

Date: May 7, 2026

QUALIFICATION FORM L ANTI-HUMAN TRAFFICKING AFFIDAVIT

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Flagler

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of S.E. Cline Cons., Inc. (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: May 7, 2026

Signed: _____

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

Name: Eric Rush

Title: Vice President

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



JAMIE WRIGHT
Commission # HH 537636
Expires June 11, 2028

Notary Signature

Jamie Wright
Jamie Wright
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known ✓

OR Produced Identification _____

Type of Identification Produced _____

END OF SECTION



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

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

The Work includes, in general:

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

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

Bid Form – SITE #9 – 3 WESTMAR PLACE

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



Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

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

Date: 5/18/2026

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

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



please recycle

palmcoastgov.com

Insituform Technologies, LLC St. Louis, MO	Non-Responsible (Missing requested license)
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The intent of the City of Palm Coast is to award ITB-SWE-26-48 to American Civil Construction, Inc. and S.E. Cline Construction, Inc.

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

For questions regarding this Notice of Intent to Award please contact: Shannon Nolan, Procurement Coordinator, at sknolan@palmcoastgov.com.

Bid protests shall be resolved in accordance with Section 2-29, Code of Ordinances, City of Palm Coast, Florida.

A proposer may protest the results of this intended award of this Bid within three (3) business days from the posting of this recommendation to award. The proposer must file a written protest explaining in detail the nature of the protest and the grounds upon which it is based.

Failure to file a written protest to the Acting Deputy City Manager, Kyle Berryhill (kberryhill@palmcoastgov.com) shall constitute a waiver of the protest proceedings.



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

Project Overview

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

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



Seal status

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



Bid Form A: Appendix "E" Site #4 – 22 Edgely Ln, 8 Edgemont Ln and 26 Edgewater Dr	May 07, 2026 2:01 PM EDT	Shannon Nolan
Bid Form A: Appendix "F" Site #5 – 1 Buffalo Meadow Lane	May 07, 2026 2:01 PM EDT	Shannon Nolan
Bid Form A: Appendix "G" Site #6 – 10 Emerald Lane	May 07, 2026 2:01 PM EDT	Shannon Nolan
Bid Form A: Appendix "H" Site #7 – 14 Fountain Gate Lane	May 07, 2026 2:01 PM EDT	Shannon Nolan
Bid Form A: Appendix "I" Site #8 – 21 Woodbury Drive	May 07, 2026 2:01 PM EDT	Shannon Nolan
Bid Form A: Appendix "J" Site #9 – 3 Westmar Place	May 07, 2026 2:01 PM EDT	Shannon Nolan

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.



Name	Date Signed	Has a Conflict of Interest?
andy hyatt	May 07, 2026 2:25 PM EDT	No
Carmelo Morales	May 07, 2026 2:52 PM EDT	No
Shannon Nolan	May 07, 2026 2:02 PM EDT	No
Sina Vedadi Moghadam	May 07, 2026 2:08 PM EDT	No
Michael Vespucci	May 12, 2026 9:58 AM EDT	No
John Prior	May 08, 2026 1:50 PM EDT	No
Carlos Dominguez Brito	May 07, 2026 2:12 PM EDT	No



Project Criteria

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



Scoring Summary

Active Submissions

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



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



Eliminated Submissions

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

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



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



Reason

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

City of Palm Coast, Florida Agenda Item

Agenda Date: June 16, 2026

Agenda Item: G.5

Department STORMWATER AND ENGINEERING
Division CONSTRUCTION MGT AND
ENGINEERING

Amount \$142,834.00
Org/Account # 54205509-063000-
SW55011

Subject: RESOLUTION 2026-XX APPROVING A WORK ORDER WITH FREESE AND NICHOLS
FOR THE LEHIGH CANAL EXTENSION FEASIBILITY STUDY

Presenter: Carmelo Morales, Stormwater Engineer

Attachments:

1. Resolution
2. WO Scope

Background:

Staff recommend initiating a feasibility study for the Lehigh Canal Diversion project. Currently, the Lehigh Canal terminates abruptly, causing stormwater to discharge into a marsh area. This water then flows downstream to a constriction point at Colvert West before ultimately discharging into the Matanzas River. This configuration presents challenges in stormwater management and flow efficiency. The city has an existing ICPR 1D-only model and is seeking to evaluate the feasibility of extending the canal. The proposed extension would allow the canal to discharge through Marina de Palma and into the Matanzas River further downstream, potentially improving water flow and reducing flood risks.

Under the existing contract RFSQ-SWE-24-12, staff negotiated a scope and fee not-to-exceed \$142,834.00 for a feasibility study of the Lehigh Canal Expansion. City staff have determined that the cost for the services is reasonable and fair and is consistent with these types of services for a project of this size and scope.

Funds for this project are budgeted for out of the FY 2026 Stormwater Engineering Fund.

Source of Funds Worksheet

Original Budget: \$13,478,841.00

Total Expended/Encumbered to Date: \$9,796,200.25

Pending Work Orders.Contracts:

Current (WO/Contract): \$142,834.00

Balance: \$3,539,806.75

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING A WORK ORDER WITH FREESE AND NICHOLS FOR THE LEHIGH CANAL EXTENSION FEASIBILITY STUDY

RESOLUTION 2026-__
LEHIGH CANAL EXTENSION FEASIBILITY STUDY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING A WORK ORDER WITH FREESE AND NICHOLS FOR THE LEHIGH CANAL EXTENSION FEASIBILITY STUDY; 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, the City of Palm Coast desires to utilize Freese and Nichols for a feasibility study of the Lehigh Canal Extension project; and

WHEREAS, Freese and Nichols desire to provide engineering services for an evaluation and feasibility study of the above-mentioned project; and

WHEREAS, City Council desires to approve above-mentioned services for the above-mentioned project; and

WHEREAS, in accordance with Chapter 2, Article 1, Division 3 – Purchase and Contractual Services Sections, 2-26- Approval Requirements- Subsection A, City Council desires to grant authority for the City Manager to enter into or increase any necessary contracts including those that are equal to or exceed \$100,000 associated with the expenses related to the above-mentioned services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF A WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of a work order with Freese and Nichols for the Lehigh Canal Extension Feasibility Study as attached hereto and incorporated herein by reference as Exhibit “A.”

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

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to Contract Agreements for changes totaling less than \$100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Contract Agreements on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 16th day of June 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Work Order

May 13th, 2026

Carmelo Morales, P.E., C.F.M
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164



CITY OF PALM COAST LEHIGH CANAL EXPANSION FEASIBILITY STUDY PROPOSAL

1. PROJECT BACKGROUND

The City of Palm Coast is initiating a feasibility study for the Lehigh Canal Diversion project. Currently, the Lehigh Canal terminates abruptly, causing stormwater to discharge into a marsh area. This water then flows downstream to a constriction point at Colvert West before ultimately discharging into the Matanzas River. This configuration presents challenges in stormwater management and flow efficiency. The City has an existing ICPR 1D-only model and is seeking to evaluate the feasibility of extending the canal. The proposed extension would allow the canal to discharge through Marina de Palma and into the Matanzas River further downstream, potentially improving water flow and reducing flood risks.

2. INTRODUCTION TO THE APPROACH

Freese and Nichols will undertake a comprehensive feasibility study to assess the viability of the Lehigh Canal Expansion. The study will leverage the existing ICPR 1D model to simulate current and proposed conditions. The approach will include data collection, hydrologic and hydraulic modeling, evaluation of environmental and regulatory constraints, and stakeholder engagement. The goal is to provide the City with a clear understanding of the potential benefits, challenges, and costs associated with the canal extension.

A breakdown of the tasks that FNI will conduct as part of this project is shown in **Table 1**. Details of each task are included in the following sections.

Table 1: Project Tasks

TASK	DESCRIPTION
1	Project Management
2	Data Collection
3	Existing Conditions Hydrologic and Hydraulic Analysis
4	Proposed Conditions Hydrologic and Hydraulic Analysis
5	Capital Project Opinion of Probable Cost
6	Documentation

TASK 1 | PROJECT MANAGEMENT

1. Project Kick-Off Meetings - FNI will conduct a project kickoff meeting with the City to review project scope, schedule, and critical milestones. This meeting will be in-person with a virtual option. FNI will provide the City with a data request memorandum listing data and information received to date and identifying data needs. FNI will also hold a similar project kickoff meeting internal for the project team to review project scope, schedule, and critical milestones.
2. Overall Project Management - FNI Project Manager (PM) will provide overall project management of the project throughout including file management, scheduling management, financial management as well as team coordination and monthly client updates. The PM will schedule and coordinate all necessary meetings both internally and client-related. Subconsultant management will also be provided with this task should it become necessary as part of this contract. The task will run continuously throughout the project life cycle.
3. Project Communication - Throughout the project, monthly status reports will be submitted with invoices that summarize the progress and document upcoming tasks. The monthly status updates will outline any upcoming key decisions that require input from our discussion with the City staff.

TASK 2 | DATA COLLECTION

FNI will coordinate with City staff on obtaining data required for the development of the feasibility analysis. The following information will be gathered and analyzed during this project task:

1. Site Visit – Visit site to observe existing conditions and to ground-truth the City GIS data and other information provided by the City of Palm Coast.
2. Gather existing GIS information from City of Palm Coast/LiDAR data/open-source data.
3. Gather proposed/existing site development information within the project limits.
4. Field verification on the existing infrastructure of the Lehigh Canal to the extent possible via sight observations and limited field measurements. (No formal survey is included within this proposal).

TASK 3 | EXISTING CONDITIONS HYDROLOGIC AND HYDRAULIC ANALYSIS

1. Existing Conditions
 - a. Develop project boundary based on topographic information and data collection noted above.
 - b. Create a truncated 2D ICPR hydraulic model of the project area leveraging elements from the City-wide 1D model.
 - c. Generate flow hydrographs from the City-wide model at key locations to establish

the 2D model's boundary conditions.

- d. Establish tailwater conditions for the existing system at Colbert Ln crossing.
- e. Include other pertinent existing 1D components in project area (pipes/culverts, drop structures), utilizing 1D node interfaces where mesh is to interact with 1D components not already associated with the channel control volumes.
- f. Execute model for the 10-, 25-, 100-, and 500-yr storm events.
- g. Document existing conditions results, including observed flow restrictions and the existing level of service.

TASK 4 | PROPOSED CONDITIONS HYDROLOGIC AND HYDRAULIC ANALYSIS

1. Proposed Conditions

- a. Evaluate (3) configurations for canal extension within the proposed right-of-way using the newly created 2D ICPR model.
- b. Execute model for the 10-, 25-, 100-, and 500-yr storm events.
- c. Assess impact on existing flow conditions and identify potential mitigation option for each alternative.
- d. Conduct a desktop-based preliminary assessment to identify environmental constraints and permitting requirements.
- e. Present results to City of Palm Coast and gather feedback.
- f. Update city-wide 1D model with the final recommended configuration.
- g. Execute and troubleshoot city-wide 1D ICPR model.

TASK 5 | CAPITAL PROJECT OPINION OF PROBABLE COST

Once the alternative analysis project concepts have been completed, FNI will provide a concept-level Opinion of Probable Cost (OPCC) for the recommended project configuration.

TASK 6 | DOCUMENTATION

FNI will document Tasks 1 – 5 to summarize the modeling efforts, results, and analysis for the existing conditions for the drainage basin. FNI will then identify possible solutions to address these concerns based on the results of the post-condition modeling efforts. The three configurations will be described and the final recommended configuration will be further analyzed. An OPCC will be created for the recommended configuration. This will be summarized in a Technical Memorandum (TM) outlining the findings.

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the services described above are considered Additional Services. Additional Services will only be performed if requested and authorized by the City as set forth in the Continuing Contracts Agreement.

SCHEDULE:

FNI is authorized to commence work on the Project upon execution of this Task Order and estimates the work included in this task order will be completed in accordance with schedule shown in **Table 2**.

Table 2: Project Schedule

Task	Description	Calendar Days
Task 1	Project Management	Ongoing throughout the project
Task 2	Data Collection	30 Days from the kick-off meeting with City's staff and receipt of all existing data
Task 3	Existing Conditions Hydrologic and Hydraulic Analysis	60 Days from completion of Task 2
Task 4	Proposed Conditions Hydrologic and Hydraulic Analysis	45 Days from completion of Task 3
Task 5	Capital Project Opinion of Probable Cost	45 Days from completion of Task 4
Task 6	Documentation	30 Days from completion of Task 5

COMPENSATION:

For performance of the services described in this Scope of Services, the City will compensate FNI in the lump sum amount of **\$142,834.00** for Tasks 1 through 6 as shown in **Table 3**. FNI will be paid for services performed per task as set forth herein, covering the work-in-progress expressed as a percentage of the total cost of the service and work required for each task involved.

Table 3: Compensation for Basic Services

Task No.	Description	LS Fee
1	Project Management	\$22,808.00
2	Data Collection	\$12,582.00
3	Existing Conditions Hydrologic and Hydraulic Analysis	\$27,254.00
4	Proposed Conditions Hydrologic and Hydraulic Analysis	\$49,368.00
5	Capital Project Opinion of Probable Cost	\$ 8,014.00
6	Documentation	\$22,808.00
Lump Sum Total		\$142,834.00

City of Palm Coast, Florida Agenda Item

Agenda Date: June 16, 2026

Agenda Item:
H.1

Department STORMWATER AND ENGINEERING
Division CONSTRUCTION MGT AND
ENGINEERING

Amount \$1,000,000.00
Org/Account # 21066015-063000-99054

Subject: RESOLUTION 2026-XX APPROVING UTILIZING UNUSED PRE-APPROVED FUNDS FROM THE INDIAN TRAILS SPORTS COMPLEX PARKING EXPANSION PROJECT TO ADVANCE THE CONSTRUCTION OF ADDITIONAL PARKING AT THE SOUTHERN RECREATION CENTER

Presenter: Eric Gebo, Architect

Attachments:
1. Resolution

Background:

On January 6, 2026, under Resolution # 2026-06, Council approved expenses for the In-house construction of the Indian Trails Sports Complex ball field parking area.

Staff is requesting approval to utilize unused funds from the Indian Trails Sports Complex Parking Expansion Project to advance the construction of additional parking at the Southern Recreation Center. The in-house performing of the Indian Trails work resulted in a substantial cost savings from the original construction estimate. Approval to move forward with the Southern Recreation Center parking would alleviate the significant daily parking issues experienced at the facility.

This item is to approve utilization of unused funds from the Indian Trails Sports Complex Parking Expansion project to advance the construction of additional parking at the Southern Recreation Center. Approval will allow a transfer of the balance of funds estimated amount to be \$1,000,000 from project number PK66013 to Project number #99054.

Funding is budgeted under the Recreation Impact fund for FY26

Source of Funds Worksheet

Original Budget 21066015-063000-99054: \$394,881.00

Transfer from 21066015-063000-PK66013:1,000,000.00

Revised Budget: \$1,394,881.00

Total Expended/Encumbered to Date: \$130,965.26

Pending Work Orders.Contracts:0

Current Estimate Expenses: \$1,000,000.00
Balance: \$263,915.74

Recommended Action: ADOPT RESOLUTION 2026-XX APPROVING UTILIZING UNUSED PRE-APPROVED FUNDS FROM THE INDIAN TRAILS SPORTS COMPLEX PARKING EXPANSION PROJECT TO ADVANCE THE CONSTRUCTION OF ADDITIONAL PARKING AT THE SOUTHERN RECREATION CENTER

RESOLUTION 2026-____
ADDITIONAL PARKING AT SOUTHERN RECREATION CENTER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING UTILIZING UNUSED PRE-APPROVED FUNDS FROM THE INDIAN TRAILS SPORTS COMPLEX PARKING EXPANSION PROJECT FOR ADDITIONAL PARKING AT THE SOUTHERN RECREATION CENTER; 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, City staff is requesting approval of unused funds from the in-house Indian Trails Parking Expansion Project, approved under resolution #2026-06, to advance the construction of additional parking at the Southern Recreation Center; and

WHEREAS, City Council desires to approve the utilization and transfer of unused project funds to the above-mentioned Project; 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 project.

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 FUNDING. The City Council of the City of Palm Coast hereby approves the utilization and transfer of unused funds from the Indian Trails Sports Complex Parking Expansion to advance the construction of additional parking at the Southern Recreation.

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 for changes totaling less than \$100,000 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 on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 16th day of June 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

City of Palm Coast, Florida Agenda Item

Agenda Date: June 16, 2026

Agenda Item: L.1

Department	FINANCE	Amount
Division	FINANCE	Org/Account #
Subject:	REPORTING OF EMERGENCY AND SOLE SOURCE FOR MAY 2026	
Presenter:	Michael McGlothlin, MBA-PA, City Manager	
Attachments:	Emergency and Sole Source Purchase Report	
Background:	Attached is a list of all emergency and sole source purchases for the month of May 2026, in accordance with Sec. 2.25 of Chapter 2, Article 1 Division 3 of the Code of Ordinances of the City of Palm Coast (Procurement Policy).	
Recommended Action:	FOR REPORTING ONLY – VIA CITY MANAGER COMMENTS	

MAY 2026**SOLE SOURCE PURCHASES**

Entry Date	Req #	Total Amount	Vendor	Description	Department
5/31/2026	POA20261300	Increase PO \$5,578.55	FLUID CONTROL SPECIALTIES, INC	Field Services for Valve Repair	WASTE WATER TREATMENT PLANT
EMERGENCY PURCHASES					
5/7/2026	POA20261288	Increase PO \$33,283.00	AIRGAS USA LLC	Refill the on site 3000 gallon tank with Liquid Oxygen	WATER TREATMENT PLANT #3
5/11/2026	1578	\$29,412.42	GREAT SOUTHERN EQUIPMENT COMPANY	Emergency Repair Gradall #1996	FLEET MANAGEMENT
5/13/2026	1587	\$11,808.00	NEXUS FIBER SOLUTIONS LLC	Emergency Fiber work	INFORMATION TECH INTERNAL SVC
5/29/2026	1625	\$11,262.93	SAWCROSS, INC.	Raw Water Main Repair	WATER QUALITY CAPITAL

**City of Palm Coast, Florida
Agenda Item**

Agenda Date: June 16, 2026

Agenda Item: M.1

Department CITY CLERK Division CITY CLERK	Amount Org/Account #
Subject: AGENDA WORKSHEET AND CALENDAR	
Presenter:	
Attachments: 1. Agenda Worksheet 2. Calendar	
Background:	
Recommended Action: AGENDA WORKSHEET AND CALENDAR	

	July 7, 2026 Business Meeting (6 p.m.)	PRESENTER
Resolution	CRA Purchase and Sale of 8.5 Acres	Smith/McKinney
Presentation	Urban Tenant Grant Update	Zobler
Resolution	YMCA Agreement	Hirst
Resolution	Cultural Arts Facility Master Plan	Gebo
Resolution	MSA for Wastewater System Program Management & Engineering Services	Roche
Resolution	City-Wide Floodwise	Morales
	July 14, 2026 Workshop Meeting (9 a.m.)	PRESENTER
Presentation	Proposed General Fund, Facilities, IT Budget & TRIM Rate Discussion	Financial Services
Presentation	LDC Wrap Up	Nguyen
Presentation	Review of Code Enforcement Sections Related to Animal Control	Grossman
Resolution	Initial Nuisance Abatement	Grossman
Presentation	Annual Report	Gonzalez
Presentation	CDBG Update	Gonzalez
	July 21, 2026 Business Meeting (9 a.m.)	PRESENTER
Appointments	Code Enforcement Board	Cook
Resolution	Adopt Proposed Millage Rate (TRIM Rate)	Financial Services
Resolution	Initial Nuisance Abatement	Grossman
Resolution	Flagler Landings Technical Site Plan Tier 3	Hanson
Resolution	Flagler Landings Proportionate Share Agreement	Nguyen
Resolution	City Hall Exterior Modifications	Gebo
Resolution	CDBG Action Plan	Gonzalez
	July 28, 2026 Special Budget Workshop (1 p.m.)	PRESENTER
Presentation	Proposed Water and Wastewater Utility, Stormwater, Collection and Sanitation, IT Enterprise & Building Fund Operating Budgets	Financial Services
	August 4, 2026 Business Meeting (6 p.m.)	PRESENTER
Ordinance 1st	West Parcel Annexation	Nguyen/Papa
Ordinance 1st	Western Parcel FLUM	Nguyen/Papa
Ordinance 1st	Western Parcel MPD	Nguyen/Papa
Ordinance 1st	Westward Expansion Annexation Well Sites	Nguyen/Papa
Presentation	Western Parcel Abandonment of the DRI	Nguyen/Papa
	August 11, 2026 Workshop Meeting (9 a.m.)	PRESENTER
Presentation	5 Year Capital Improvement Plan, all Capital Funds, Fleet Proposed Budgets	Cote, Roche, Mancill
	August 18, 2026 Business Meeting (9 a.m.) - CANCEL - PRIMARY ELECTION DAY	PRESENTER
	August 25, 2026 Budget Workshop (1 p.m.)	PRESENTER
Presentation	Final Proposed Budget for FY 2027 (All Funds)	Financial Services
	September 1, 2026 Business Meeting (6 p.m.)	PRESENTER
Resolution	Final Nuisance Abatement	Grossman
Resolution	OKR SAD	Alves
Ordinance 1st	Lakeview Estates FLUM Amendment	Hanson
Ordinance 1st	Lakeview Estates MPD Amendment	Hanson
Ordinance 1st	Adoption of the LDC	Nguyen
	September 8, 2026 Workshop (9 a.m.)	PRESENTER
Presentation	Cultural Art Grant Recommendation	Hirst/FC3
	September 9, 2026 Budget Hearing (5:15 p.m.)	PRESENTER
	September 15, 2026 Business Meeting (9 a.m.)	PRESENTER
Proclamation	Pink Army Month	Council
Proclamation	Hispanic Heritage Month	Council
Ordinance 2nd	West Parcel Annexation	Nguyen/Papa
Ordinance 2nd	Western Parcel FLUM	Nguyen/Papa
Ordinance 2nd	Western Parcel MPD	Nguyen/Papa
Ordinance 2nd	Westward Expansion Annexation Well Sites	Nguyen/Papa
Ordinance 2nd	Adoption of the LDC	Nguyen
Resolution	Western Parcel Abandonment of the DRI	Nguyen/Papa
	September 22, 2026 Optional Workshop Meeting (6 p.m.)	PRESENTER

	September 23, 2026 Final Budget Hearing (5:15 p.m.)	PRESENTER
	October 6, 2026 Business Meeting (6 p.m.)	PRESENTER
Resolution	Cultural Art Grant Recommendation	Hirst
Resolution	MOC GMP Amendment	Cote
Ordinance 1st	Magnolia Trace (OARE) MPD Amendment	Papa
	October 13, 2026 Workshop Meeting (9 a.m.)	PRESENTER
	October 20, 2026 Business Meeting (9 a.m.)	PRESENTER
Ordinance 2nd	Lakeview Estates FLUM Amendment	Hanson
Ordinance 2nd	Lakeview Estates MPD Amendment	Hanson
Ordinance 2nd	Magnolia Trace (OARE) MPD Amendment	Papa
	October 27, 2026 Optional Workshop Meeting (6 p.m.)	PRESENTER
	November 3, 2026 Business Meeting (ELECTION DAY)	PRESENTER
	November 10, 2026 Workshop Meeting (9 a.m.)	PRESENTER
	November 17, 2026 Business Meeting (9 a.m.)	PRESENTER
Resolution	Approving the Final 2026 General Election Results	Cook
Oath	Oath of Office for the Newly Elected Council Members	Cook
Appointment	Vice Mayor Appointment	Cook
Appointment	Council Liaison Appointments	Cook
	November 24, 2026 Optional Workshop Meeting (6 p.m.)	PRESENTER
	December 1, 2026 Business Meeting (6 p.m.)	PRESENTER
	December 8, 2026 Workshop Meeting (9 a.m.)	PRESENTER
	December 15, 2026 Business Meeting (9 a.m.)	PRESENTER
	December 22, 2026 Optional Workshop Meeting (6 p.m.)	PRESENTER
	Future	PRESENTER
Resolution	Memorandum of Understanding - Co-location for PCFD and Flagler County Fire Rescue	Berryhill
Ordinance	Pile Burning	Berryhill
Presentation	Right-of-Way	Buckley
Resolution	Belle Terre / SR 100 Intersection Study	Castello
Resolution	Belle Terre / Seminole Woods Intersection Study	Castello
Resolution	Occupational Services	Fuller
Resolution	Belle Terre Park Master Plan Study	Gebo
Resolution	Red Mill Pointe - MPD	Hanson
Resolution	Loop Road Phase 2 - FEC Utility Line Agreements	Kehoe/Crawford
Resolution	Loop Road Phase 2 & 4 Wetland Mitigation Credit Purchase Agreement	Kehoe/Crawford
Resolution	OKR North Phase 2 - Construction Contract, CEI Services, Project Contingency	Kehoe/Crawford
Resolution	FY 26 Microsurfacing Contract	Kehoe/Gibson
Resolution	Soleta Lakes - Subdivision Master Plan	Lens
Resolution	Soleta Lakes - Land Exchange Agreement	Lens
Resolution	Saltwater Canal Design Status	Morales
Resolution	Ditch 10 / Graham Swamp Waterway Expansion - Design	Morales
Resolution	B-1, B-2, & B-3 (Pop offs for Bellaire Waterway) - Design	Morales
Resolution	Structure Repairs	Morales
Resolution	W-1 Weir Replacement & Upgrade - Design	Morales
Resolution	Pipe Lining	Morales
Resolution	Interlocal Agreement TPO Urban Boundary Expansion	Nguyen
Resolution	Flagler County Housing Services	Paradowski, Byrer, Gonzalez
Presentation	Alternative Water Sources	Roche

Resolution	Matanzas/Belle Terre Intersection (Right of Way)	Smith/Crawford
Resolution	Seminole Woods ICI ROW	Smith/Nguyen
Resolution	Kensington Right of Way Agreement	Smith/Nguyen
Resolution	Public Lands to Flagler Habitate for Humanity - Purchase and Sale Agreement	Smith
Resolution	Flagler Village - Purchase and Sale Agreement	Smith



Meeting Calendar for 6/17/2026 through 12/31/2026

7/7/2026

City Council Business Meeting
City Hall

7/14/2026

City Council Workshop
City Hall

7/21/2026

City Council Business Meeting
City Hall

7/28/2026

City Council Budget Workshop
City Hall

8/4/2026

City Council Business Meeting
City Hall

8/11/2026

City Council Workshop
City Hall

8/18/2026

City Council Business Meeting
City Hall

8/25/2026

City Council Workshop Meeting
City Hall



Meeting Calendar for 6/17/2026 through 12/31/2026

9/1/2026

City Council Business Meeting

City Hall

9/8/2026

City Council Workshop

City Hall

9/9/2026

City Council Budget Hearing

City Hall

9/15/2026

City Council Business Meeting

City Hall

9/23/2026

City Council Budget Hearing

City Hall

10/6/2026

City Council Business Meeting

City Hall

10/13/2026

City Council Workshop

City Hall

10/20/2026

City Council Business Meeting

City Hall



Meeting Calendar for 6/17/2026 through 12/31/2026

11/10/2026

City Council Workshop
City Hall

11/17/2026

City Council Business Meeting
City Hall

12/1/2026

City Council Business Meeting
City Hall

12/8/2026

City Council Workshop
City Hall

12/15/2026

City Council Business Meeting
City Hall