



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, July 7, 2026	6:00 PM	City Hall - Jon Netts Community Wing
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City Staff

Michael McGlothlin, City Manager

Marcus Duffy, City Attorney

Kaley Cook, City Clerk

- Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
- Other matters of concern may be discussed as determined by City Council.
- If you wish to obtain more information regarding the City Council's agenda, please contact the City Clerk's Office at 386-986-3713.
- In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a reasonable accommodation to participate in any of these proceedings or meeting should contact the City Clerk at 386-986-3713, at least 48 hours prior to the meeting.
- City Council Meetings are streamed live on YouTube at <https://www.youtube.com/@PalmCoastFL>.
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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. PUBLIC PARTICIPATION

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes. And pursuant to the City Council's Meeting Policies and Procedures:

- (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.
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- (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

slandorous 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.

E. APPROVAL OF MINUTES

- 1. APPROVE MINUTES OF THE CITY COUNCIL: JUNE 16, 2026, BUSINESS MEETING**

F. CONSENT

- 1. RESOLUTION 2026-XX APPROVING THE DONATION OF TWO CITY PARCELS DESIGNATED AS MUNICIPAL LANDS TO FLAGLER HABITAT FOR HUMANITY**
- 2. RESOLUTION 2026-XX APPROVING MASTER PRICE AGREEMENTS WITH HAWKINS, INC., AND CARMEUSE LIME & STONE, INC., FOR THE PURCHASE OF CHEMICALS**
- 3. RESOLUTION 2026-XX APPROVING A WORK ORDER WITH PBM CONSTRUCTORS, INC., FOR DEMOLITION AND REMOVAL OF EXISTING MECHANICAL ROTOR AERATORS**
- 4. RESOLUTION 2026-XX APPROVING A CONTRACT FOR 19 CENTRAL PLACE PIPE REPLACEMENT**

G. RESOLUTIONS

- 1. RESOLUTION 2026-XX APPROVAL OF A CMAR GUARANTEED MAXIMUM PRICE - 2 (GMP-2) FOR GROUND IMPROVEMENTS FOR THE WASTEWATER TREATMENT FACILITY NO. 1 EXPANSION PROJECT**
- 2. RESOLUTION 2026-XX APPROVING A MASTER SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP, INC. FOR WASTEWATER SYSTEM PROGRAM MANAGEMENT & ENGINEERING SERVICES**

H PUBLIC COMMENTS

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

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

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

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

L. ADJOURNMENT

- 1. AGENDA WORKSHEET AND CALENDAR**

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

Agenda Date: July 7, 2026

Agenda Item: E.1

Department CITY CLERK Division CITY CLERK	Amount Org/Account #
Subject: APPROVE MINUTES OF THE CITY COUNCIL: JUNE 16, 2026, BUSINESS MEETING	
Presenter:	
Attachments: 1. Minutes (1)	
Background:	
Recommended Action: APPROVE MINUTES OF THE CITY COUNCIL: JUNE 16, 2026, BUSINESS MEETING	



City of Palm Coast Minutes

City Hall
160 Lake Avenue
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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 16, 2026	9:00 AM	City Hall - Jon Netts Community Wing
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City Staff

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A. CALL TO ORDER

Mayor Norris called the meeting to order at 9:01 a.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. PROCLAMATION - ART DYCKE

Mayor Norris and Mr. McGlothlin presented the proclamation to Mrs. Dycke, Mrs. Netts, and Mr. Zepp, City Historian.

The City Council shared thanks and comments.

2. PROCLAMATION - JUNE 21-27, 2026, AS NATIONAL MOSQUITO CONTROL AWARENESS WEEK

Mayor Norris and Mr. McGlothlin presented the proclamation to Mike Martin, Chair of the East Flagler Mosquito Control District.

Mr. Martin highlighted the upcoming 75th anniversary of the Mosquito Control District, the District's efforts, and proposed reduction in property taxes and impacts to mosquito control.

City Council thanked Mr. Martin.

3. PROCLAMATION - JULY 2026 AS PARKS AND RECREATION MONTH

Mayor Norris and Mr. McGlothlin presented the proclamation to James Hirst, Director of Parks & Recreation, and staff members of the Parks & Recreation Department.

Mr. Hirst shared about upcoming events and where to find additional details.

Agnes Lightfoot, member of the PRAB, shared comments and increasing needs for parks, programs, and services.

City Council thanked Parks & Recreation staff.

4. PRESENTATION - FLAGLER COUNTY SHERIFF'S OFFICE

Rick Staly, Flagler County Sheriff, presented the topic to Council.

Topics presented included: Sheriff's Office accreditations, calls for service and annual numbers, crime reduction, survey results, court and detention services, jail programs, active grant awards, average cost of a new deputy, comparison to Counties of similar size, COLA increase, total budget request, and current trends.

City Council held discussion on the following topics: State grants awarded, Town Center Deputy and funding that position, technology and potential to cut the number of needed deputies, calls for service, a Council Member's ride along opportunity and the situations experienced, metrics now versus in the beginning of specified studies, unfunded mandates and State requirements, Volusia cost for new deputies, salary compression issues, statistics requests, ensuring that deputies in training join the organization, increase in juvenile arrests, comments from residents regarding requests for increased traffic enforcement, numbers associated with ICE efforts, State Guard facility delays, connections to law enforcement as a career, and support for continuation of contract services with the Flagler County Sheriff's Office.

Sheriff Staly responded to the comments and questions of the Council.

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Randy Baum, developer for a project on SR 100 and Belle Terre Pkwy, answered some of the questions raised by the Council at the recent approval of the right-of-way agreement.

George Mayo shared an invitation from staff and the information shared, a recent major news story regarding locations of data centers, and information about DC Blox and location of hyper centers.

Jimmy Hengy discussed poorly planned developments, rapid growth in Palm Coast, utility bond for infrastructure improvements and lack of supporting already approved developments, did not see how there could be any discussion on Westward Expansion, and encouraged seeing if proposals pass and identify the budget shortfalls before considering any additional development.

Darlene Shelley wanted to bring items to the Council's attention including items on the County Commission agenda, location of the Flagler County Airport within Palm Coast, incompatibility with the Comprehensive plan, and her belief that it is a conflict of interest to have an appointed Council Member who voted on these items during their tenure as a County Commissioner.

Jeremy Davis discussed accountability, oaths, his questions over the last 3 years, his comments to the City Manager, records requests, and was unsure of allegations referenced.

Mr. McGlothlin provided additional information as to the items referenced by Mr. Davis.

Council Member Miller responded to Mr. Mayo to highlight required approvals for future data centers.

Vice Mayor Pontieri replied to various public comments to clarify the details for the utility bond, homes in the queue, shared an invitation to meet with residents to review any of the data points, details of the County Commission meeting, discussions held, factual details of the fueling station, and information shared by DC Blox.

Council Member Miller discussed data centers, scale of centers, and the impacts.

Mayor Norris replied to public comments to share State legislation regarding hyperscale data centers and use of the term fuel farm.

Council Member Gambaro replied to comments to discuss data centers and the Council working to set a process for data centers.

F. APPROVAL OF MINUTES

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

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

G. CONSENT

- 1. RESOLUTION 2026-80 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 2026-81 APPROVING A WORK ORDER WITH FREESE AND NICHOLS FOR A DRY LAKE STORMWATER PRELIMINARY REPORT**
- 3. RESOLUTION 2026-82 APPROVING A WORK ORDER WITH FREESE AND NICHOLS FOR A BELLE TERRE STORMWATER PARK PRELIMINARY REPORT**
- 4. RESOLUTION 2026-83 APPROVING CONSTRUCTION CONTRACTS FOR MULTI-SITE STORMWATER PIPE REHABILITATION AND REPLACEMENT**
- 5. RESOLUTION 2026-84 APPROVING A WORK ORDER WITH FREESE AND NICHOLS FOR THE LEHIGH CANAL EXTENSION FEASIBILITY STUDY**

Vice Mayor Pontieri discussed consent agenda items with Mr. Morales, Stormwater Engineer III.

City Council held additional discussion on the following topics: long-term re-evaluation of studies, cross-training employees, the need to outsource specialized skills and processes, negotiated scope, and request for cost-saving details.

Public Comment:

Darlene Shelley believed there was not a lot of transparency as to what the Council just discussed, asked for the details, and asked for clarification on consent agendas.

Mayor Norris highlighted that the full agenda packet details are available to residents on the City's website.

Council Member Miller highlighted that the public has access to all of the information that is available for the agenda items.

Council Member Gambaro shared that a lot of the consent items have been workshopped prior to being added to the consent agenda.

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

Mayor Norris read the title into the record.

Carl Cote, Director of Stormwater & Engineering, provided a background of the item.

City Council held discussion on the following topics: support for the item, funds to be utilized, recommendation to add a skatepark at the SRC, current parking issues at the location, parking as an issue for facility cost recovery, 5 and 10 year CIP plans, suggestion for safety improvements at Indian Trails Sports Complex in the form of a net around field 2, potential public-private partnership for a batting cage facility, support for looking for an opportunity for a skatepark and a recommendation to do so on the YMCA property, and looking to find an ROI for the community.

Mr. McGlothlin sought the consensus of Council to determine if they would like staff to bring the topic forward at a future workshop meeting. City Council agreed.

Mr. Cote replied to comments and questions of the City Council.

Motion by Vice Mayor Pontieri to table the item so that staff can bring back options at a future workshop for the monies and to include a potential skatepark, SRC parking and anticipated benefits, and safety improvements at Indian Trails Sports Complex. The motion was seconded by Council Member Gambaro.

Mayor Norris asked for the presentation to include possible properties for a skatepark.

City Council continued discussion on the topic.

Public Comment:

Anna Gibson shared her time in a small town in Tennessee, the City overpaying for everything, reasonable costs, encouraged looking for matching grants with the State, and budget and spending out of control.

Darlene Shelley liked to see ideas brought before the Council, would like to see more things to do for youth and families, ways to get funding without putting burden on the taxpayers of Palm Coast, and residents asking for common sense.

Stephanie Shundel discussed the natural Florida landscape and rainfall, impacts of replacement with urban infrastructure, creating inverse relationships, cost effectiveness of a skatepark, and shared support for healthy spaces for kids to play.

City Council held discussion on funds and awarded grants.

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

I PUBLIC COMMENTS

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

Anna Gibson discussed her involvement in local politics in two different states, ethical complaints that came out about Mayor Norris, efforts to deter and detract, and the City's refusal to investigate harm to residents.

Jeremy Davis responded to Mr. McGlothlin's comments from earlier in the meeting and shared his concerns.

Darlene Shelley asked about consent agenda items of the County Commission related to Old Brick Road and harm to the residents of Palm Coast.

Attorney Duffy reminded Mayor Norris that discussions should be on a new topic.

Ms. Shelley continued to make public comment to discuss location of a fuel farm project discussed by the Flagler County Board of County Commissioners.

Vice Mayor Pontieri provided clarity on the items of consideration for the County, ethics complaints related to charter violations, and the unfairness of mischaracterizing complaints.

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

Council Member Gambaro encouraged attendance at the Flagler 4th event, discussed prior claims of the Mayor, FDLE findings of no criminal activity, and asked for the Florida Department of Law Enforcement Investigative Report to be attached to the meeting record.

Vice Mayor Pontieri shared about a recent event and thanks for support, best of luck to local candidates, encouraged Council to remain respectful on and off the dais, and hoped Council would adhere to a higher standard of conduct. Vice Mayor Pontieri discussed the recent Council discussion related to an austerity budget, the Council's agreeance on fiscally responsible concepts, the consensus provided to entertain a set of principles, discussed the austerity budget details shared by the Mayor, highlighted items already being done by the City of Palm Coast, stated that decisions can't be based on AI or include items that can't be implemented, discussed the work that goes into the budget, importance of properly communicating things that are

already being done and that Council needs to be very clear about what we can do with certain funding sources and come up with realistic budget recommendations.

City Council held discussion on the proposed austerity budget, prior discussion on the topic, and the Council consensus.

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

Attorney Duffy highlighted America's upcoming 250th anniversary, World Cup events, and celebrating America.

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

1. REPORTING OF EMERGENCY AND SOLE SOURCE FOR MAY 2026

Mr. McGlothlin shared a reminder to Council to provide their expected service levels for the upcoming budget year.

M. ADJOURNMENT

The meeting was adjourned at 12:19 p.m.

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

City of Palm Coast, Florida Agenda Item

Agenda Date: July 7, 2026

Agenda Item: F.1

Department	COMMUNITY DEVELOPMENT	Amount
Division	PLANNING	Org/Account #
Subject: RESOLUTION 2026-XX APPROVING THE DONATION OF TWO CITY PARCELS DESIGNATED AS MUNICIPAL LANDS TO FLAGLER HABITAT FOR HUMANITY		
Presenter: Virginia Smith, MMC,CP,ACP, Land Management Administrator		
Attachments: 1. Resolution 2. Purchase and Sale Contract		
Background: On May 19, 2026 City Council adopted Resolution 2026-74 designating two City owned parcels as “Municipal Lands”, a.k.a. public lands to be used for affordable housing in Palm Coast. The two parcel addresses are 79 Rolling Sands Drive and 20 Woodstone Lane. Flagler Habitat for Humanity requested the City donate these two parcels to them for affordable housing. All closing costs will be paid by Flagler Habitat for Humanity.		
Recommended Action: ADOPT RESOLUTION 2026-XX APPROVING THE DONATION OF TWO CITY PARCELS DESIGNATED AS MUNICIPAL LANDS TO FLAGLER HABITAT FOR HUMANITY		

RESOLUTION 2026-____
DONATION OF MUNICIPAL LANDS

A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE CONTRACT FOR SALE AND PURCHASE WITH FLAGLER HABITAT FOR HUMANITY; AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast (hereafter known as Property Owners) are willing to donate municipal lands located at 20 Woodstone Lane and 79 Rolling Sands Dr. with parcel ID numbers 07-11-31-7027-00100-0060 and 07-11-31-7032-00660-0620 respectively to Flagler Habitat for Humanity for affordable housing purposes; and

WHEREAS, the City of Palm Coast designated the above parcels as municipal lands through Resolution 2026-74 for affordable housing purposes; and

WHEREAS, the City of Palm Coast desires to contract with Flagler Habitat for Humanity for the City's donation of the above-mentioned parcels.

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 THE CONTRACT FOR SALE AND PURCHASE. The City Council hereby approves the terms and conditions of the Contract for Purchase and Sale with Flagler Habitat for Humanity, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the agreement as depicted in Exhibit "A."

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 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 become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 7th day of July 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Contract for Purchase and Sale

CONTRACT FOR PURCHASE AND SALE
(LAND DONATION)

THIS CONTRACT FOR PURCHASE AND SALE ("**Contract**") is made by and between **CITY OF PALM COAST**, (hereinafter referred to as "**Seller**"), with a principal address of 160 Lake Ave., Palm Coast, FL 32164 and **FLAGLER HABITAT FOR HUMANITY**, a nonprofit organization, whose principal address is 4 Hargrove Grade, Palm Coast, FL 32137, (hereinafter referred to as "**Buyer**"). For and in consideration of a valuable sum in dollars, the premises and the mutual covenants and obligations created hereby, as well as other good and valuable considerations, Buyer agrees to buy and Seller agrees to sell the following described real property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "**Effective Date**") shall be the date upon which the last of Seller and Buyer shall have signed this Contract.

ARTICLE I - PROPERTY

The real property (the "**Property**") which is the subject matter of this Contract consists of two (2) parcels of vacant land as designated for affordable housing, in accordance with Section 166.451, Florida Statutes, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

Parcel ID numbers are: 07-11-31-7032-00660-0620 and 07-11-31-7027-00100-0060.

ARTICLE II - PURCHASE PRICE

Purchase Price. The parties agree that Seller shall donate all of its rights, title, and interest in the Property to the Buyer, however Buyer will pay all associated closing costs.

ARTICLE III - CLOSING AND CLOSING DATE

The transaction contemplated by this Contract shall be closed (the "**Closing**"), the Purchase Price applied to closing costs and the deed, and the exclusive possession of the Property, free of all occupants, shall be delivered to Buyer at Closing. The closing date shall be on or before September 30, 2026, or 60 days following the Effective Date, whichever occurs first.

ARTICLE IV - TERMS AND CONDITIONS

The additional terms and conditions of this Contract are as follows:

4.1. **Evidence of Title.** Buyer, at Buyer's expense and within thirty (30) days from the Effective Date, may obtain a title insurance commitment (the "**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy from a title insurance company acceptable to Buyer (the "**Title Insurance Company**") in the minimal amount of title insurance, naming Buyer as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the Property to be vested in Buyer, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use for public purposes; exceptions permitted by the provisions of this Contract; and those exceptions which are capable of and are actually to be discharged by Seller at or before Closing (all other exceptions to title being deemed title defects for

purposes of this contract). Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, Buyer shall, within ten (10) days from the date it receives the Title Commitment, notify Seller in writing to that effect specifying the defects. Seller shall have twenty (20) days from the receipt of Buyer's notice specifying the title defects to cure the defects and, if after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to Buyer's satisfaction, Buyer shall have the option of (i) accepting the title "as is" or (ii) terminating the Contract after which Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Contract.

4.2. **Survey.** Buyer may, at Buyer's expense, obtain a survey of the Property (the "Survey") prepared by a licensed Florida land surveyor dated no earlier than thirty (30) days before Closing, or in the alternative, an update of an earlier survey re-dated to a point in time no earlier than the last thirty (30) days. If the Survey shows any encroachments onto the Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the Property, or if it is apparent that the Property violates existing title covenants and/or applicable zoning laws or ordinances, Buyer shall notify Seller in writing to that effect specifying the defects. Seller shall have until thirty (30) days from receipt of Buyer's notice specifying the Survey defects in which to cure such defects. If after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, Buyer shall have the option of (i) accepting the condition of the Property as disclosed in the Survey in an "as is" condition, or (ii) terminating the Contract, thereupon Buyer and Seller shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Contract.

4.3. **Conveyance.** Seller shall convey title to the Property to Buyer by Special Warranty (the "Deed"), subject only to: (i) taxes for the year of Closing; and (ii) matters disclosed in the title evidence provided to and accepted or deemed accepted by Buyer.

4.4. **Closing Affidavit.** At the Closing, Seller shall furnish Buyer with an affidavit (i) testifying to the absence of any claims, encumbrances, taxes, assessments, liens or potential lienors known to Seller not disclosed in the Title Commitment and Deed, except for the outstanding City of Palm Coast Utility Liens known to Buyer and referenced in Article II, (ii) further attesting that there have been no improvements to the Property by or through Seller for the ninety (90) day period immediately preceding the date of Closing, the cost of which remains unpaid, (iii) agreeing to take no action prior to recording the Deed which would adversely affect the title to the Property, (iv) testifying that possession of the Property is subject only to those matters accepted by Buyer pursuant to the terms hereof, if any, and that Seller is otherwise in exclusive, peaceable and undisputed possession of the Property, and (v) testifying that there are no actions or proceedings now pending in any state or federal court to which Seller is a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which would affect the Property, the title to the Property or Seller's ability to close on the sale of the Property to Buyer except as disclosed in the Title Commitment. Seller shall also furnish such other evidence, affidavits or information required by the Title Insurance Company so that the Title Insurance Company will be able to eliminate all standard exceptions from the Title Commitment at Closing, except for taxes for the year of Closing which are

not yet due or payable.

4.5. **Place of Closing.** Closing shall be held by express courier or at the offices of the title agent or at the Douglas Law Firm or such other location as is mutually agreed upon by Buyer and Seller.

4.6. **Documents for Closing.** Seller's attorney or title agent shall prepare the Deed, Seller's affidavit, closing statement, and any corrective instruments that may be required in connection with perfecting title.

4.7. **Expenses.** State documentary tax for the Deed and the cost of recording all corrective documents needed to complete the transaction shall be borne by Buyer. Buyer shall pay for the title insurance premium, recording the Deed and all fees and expenses arising from or associated with the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender.

4.8. **Proration of Taxes; Real and Personal.** Buyer agrees to pay the Seller's portion of the current year's taxes which shall be prorated based upon the current year's tax based on the highest discount available at Closing. If the Closing occurs on a date when the current year's taxes are not fixed and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated based on the prior year's tax; provided, however, if there are completed improvements on the Property by January 1st of the year of Closing, which improvements were not in existence on January 1st of the prior year, then the taxes shall be prorated to the date of Closing based upon the prior year's millage and an equitable assessment to be agreed upon between the parties, failing which request will be made to the county tax assessor for an informal assessment. If the Property is assessed as part of a larger tract of land and a "cut out" is not available from the tax assessor at the time of Closing, the taxes for the Property shall be estimated and prorated based upon the ratio of the size of the Property in relation to the overall tract of which the Property forms a part, taking into consideration matters of zoning as described in the tax assessor's records. Title Agent shall ensure compliance with Fla. Stat. 196.295 at settlement, and Buyer shall be responsible for any real and personal property taxes billed with respect to the Property after Closing.

4.9. **Special Assessment Liens.** Special assessment liens which are certified, confirmed and ratified as of the date of Closing are to be paid by Buyer. Special assessment liens which are certified, confirmed and ratified but payable in installments post Closing shall be paid in full by Buyer at Closing. Special assessment liens pending as of the date of Closing shall be assumed by Buyer.

4.10. **Default.** If Buyer fails to perform any of Buyer's covenants set forth in this Contract, the Deposit, if any, shall be paid to and retained by and for the account of Seller as agreed upon liquidated damages and in full settlement of any claims whatsoever. If Seller fails to perform any of Seller's covenants set forth in this Contract or fails to convey the Property when Seller is obligated to do so in accordance with the terms hereof, Buyer shall have, as its sole and exclusive remedies, the election of either (i) demanding and receiving a refund of the Deposit, if any, immediately or (ii) the right of specific performance against Seller.

4.11. **Severability.** If any one or more of the provisions of this Contract is held invalid,

illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the remaining provisions of this Contract shall be construed to best carry out the original intent of the parties hereto.

4.12. **Complete Agreement.** This Contract evidences the complete understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto. This Contract may be executed in separate counterparts, each of which shall be deemed an original, and all which shall constitute one and the same instrument. Electronic signatures will be acceptable and binding.

4.13. **Notices.** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely delivery written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party. Notice shall be given to the following addresses:

To Seller:	City of Palm Coast Attention: City Manager 160 Lake Avenue Palm Coast, FL 32164
------------	--

To Buyer:	Habitat for Humanity 4 Hargrove Grade Palm Coast, FL 32137
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4.14. **Environmental Status.** Seller warrants and represents to Buyer that, to Seller's knowledge, (i) the Property is free of all hazardous waste or substances except as may be permitted by applicable law; (ii) that the Property has been operated and maintained in compliance with all applicable environmental laws, statutes, ordinances, rules and regulations; (iii) no other release of any hazardous waste or substances has taken place on the Property, (iv) no migration of hazardous waste or substances has taken place from the Property which would cause the release of any hazardous waste or substance on any adjoining lands or any other lands in the vicinity of the Property; and (v) there are no bulk or underground tanks on or in the Property, and, no bulk or underground storage tanks have ever been located on or in the Property.

The term hazardous waste or substances shall include those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., and in the regulations promulgated pursuant to said laws or any replacement thereof; such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

Seller has no notice or knowledge of the on-site existence of any "Endangered and

Threatened Species," flora and fauna as identified by the U.S. Fish and Wildlife Service's "List of Endangered and Threatened Wildlife and Plants" as may be amended from time to time. Seller further warrants no knowledge of the on-site existence of any upland conservation areas which are preserved, or may be preserved, for the purposes of providing of wildlife habitat.

Seller will sign an affidavit at closing similar to the terms of this section, and the provisions of this Section 4.14 shall survive the Closing or earlier termination of this Contract.

4.15. **Right of Inspection.** During the term of this Contract, Buyer, its agents, employees and representatives, may have access to the Property and the records of the Property (including those on file with any governmental agency) at all reasonable times subsequent to the Effective Date of this Contract with the right, at Buyer's expense, to inspect the Property and to conduct all tests and borings thereon as Buyer, its licensed engineers, surveyors and the like shall deem reasonably necessary or desirable to fulfill the tests and investigations contemplated by the Contract. Any entry on or to the Property by Buyer or its authorized representatives pursuant to the provisions hereof shall be at the risk of Buyer, and to the extent of the monetary limitations in Fla. Stat. 768.28, Buyer hereby indemnifies, protects, and holds Seller harmless and agrees to defend Seller from and against any and all claims, demands, losses, damages, and liabilities (including but not limited to personal injury and property damage claims and mechanics' or other liens), together with related costs and expenses, including reasonable attorney fees and litigation costs, caused by Buyer or Buyers' agents on or to the Property. This does not waive Buyer's right to sovereign immunity. In addition, Buyer shall keep the Property free from any liens which could arise as a result of the exercise by Buyer of any of its rights hereunder.

4.16. **WAIVER OF TRIAL BY JURY.** SELLER AND BUYER HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY REGARDING ANY LITIGATION BASED OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF SELLER AND BUYER ENTERING INTO THIS CONTRACT.

4.17. **Charitable Contribution.** Seller intends that fair market value of the Property shall be a charitable contribution to Buyer. However, Seller makes no representation as to the tax consequences of the transaction contemplated by this Contract. Seller may obtain independent tax counsel and be solely responsible for compliance with the gift value substantiation requirement of the Internal Revenue Code.

ARTICLE V - SPECIAL CONDITIONS

Seller has made a limited number of representations and warranties to Buyer in this Contract. In consideration of Buyer waiving additional conditions, representations or warranties from Seller, Seller and Buyer hereby agree as follows:

5.1. **Condition Precedent.** Buyer's obligation to close under this Contract shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of these conditions is not satisfied for any reason whatsoever, then this Contract shall terminate,

and Buyer and Seller shall be fully relieved from all further rights and responsibilities under this contract.

(A) The complete execution of this Contract by Seller and Buyer and the approval of this Contract by Buyer's City Council at a public meeting, pursuant to §166.045, Fla. Stat.

(B) No action, suit, proceeding, or official investigation shall have been threatened, announced, or commenced by any person or federal, state or local government authority or agency that seeks to enjoin, assess civil or criminal penalties against, or obtain any judgment, order, or consent decree, with respect to either party hereto, in connection with their respective representations and obligations under this Contract.

5.2. **Inspection Period.** The Inspection Period begins upon receipt of Seller's Materials described in section 5.3. Buyer shall have until the date of Closing (herein the "**Inspection Period**") in which to conduct an investigation of the Property, including, by way of illustration and not in limitation and subject to Section 4.16: inspections as to the physical condition of the Property, investigate the availability of utilities, status of zoning or ability to rezone, zoning codes, building codes, physical condition and any other condition or characteristic of the Property which Buyer may deem necessary or relevant to Buyer in purchasing the Property. Should Buyer for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then Buyer may, prior to the expiration of the Inspection Period, terminate this Contract by written notice thereof to Seller. Notwithstanding anything to the contrary contained herein, if Buyer has not terminated this Contract by written notice delivered to Seller prior to Closing, then the Deposit (if any) shall be applicable to the Purchase Price but non-refundable, other than pursuant to Section 5.1 hereof, except in the event of a default by Seller hereunder.

5.3. **Delivery of Materials.** Within five (5) days after the Effective Date of this Contract, Seller shall deliver to Buyer copies of all existing studies, tests, environmental audits, soil borings results, surveys, site plans, reports, title policies, plans, permits, petitions, warranties, applications, certificates, reservations, agreements, development orders, approvals, maps, aerials and related materials in its possession relating to the Property.

5.4. **Brokerage.** Buyer and Seller represent to each other that neither party has dealt with or engaged a broker with respect to the transaction contemplated herein. Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through or under said party.

5.5. **Seller Warranties.** During the period that this Contract is in effect, Seller shall maintain the Property in its current condition, reasonable wear and tear excepted. Seller represents to Buyer that the Property is not his homestead property, and there are no mortgages encumbering the Property, and there is no outstanding real estate taxes owed.

5.6. **Seller Not to Convey.** Seller shall not convey any interest in the Property after the signing of this Contract without the prior joinder and written consent of the Buyer.

5.7. **Extensions of Closing Date.** Buyer shall have the unilateral and absolute right to exercise one thirty (30) day extension of the Closing Date. Buyer shall exercise the extension by providing at least three (3) days written notice to Seller. Any other extension shall be by mutual agreement of the parties.

5.8. **Waiver/Time.** The waiver of any breach of any provision hereunder by Buyer or Seller shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No failure to delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof. Time is of the essence in this Agreement as to all dates and time periods set forth herein. To the extent that the last day of any time period stipulated in this Contract falls on a Saturday, Sunday or legal holiday (State or Federal), the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Any time period of ten (10) days or less specified herein shall not include Saturdays, Sundays or legal holidays. Where used herein, the term "business days" shall be those days other than Saturdays, Sundays or legal holidays.

5.9. **Headings; Governing Law.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. This Contract shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year indicated below.

WITNESSES:

(print)

(print)

SELLER:

CITY OF PALM COAST

By: _____

Mike McGlothlin, City Manager

Date: _____

ATTEST:

By: _____

Kaley Cook, City Clerk

Date: _____

WITNESSES:

Belinda Y. Sell

Belinda Y. Sell

(print)

[Signature]

BUYER:

FLAGLER HABITAT FOR HUMANITY

By: *[Signature]*

Leroy Graham JR
(print)

EXHIBIT "A"

Parcel ID: 07-11-31-7032-00660-0620
79 Rolling Sands Dr.
Vacant land
.287 acres

Legal Description: LOT 62, BLOCK 66, OF PALM COAST, MAP OF ROYAL PALMS, SECTION 32 AS RECORDED IN MAP BOOK 10, PAGE 62, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. TAX PARCEL IDENTIFICATION NUMBER 07-11-31-7032-00660-0620.

and

Parcel ID: 07-11-31-7027-00100-0060
20 Woodstone Lane
Vacant land
.2296 acres

Legal Description: LOT 6, BLOCK 10, PALM COAST MAP OF WYNNFIELD SECTION 27, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AT MAP BOOK 9, PAGES 36 THROUGH 50, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

City of Palm Coast, Florida Agenda Item

Agenda Date: July 7, 2026

Agenda Item:
F.2

Department UTILITY
Division UTILITY ADMINISTRATION

Amount AS NEEDED
Org/Account # 54019086-052030
54019087-052030

Subject: RESOLUTION 2026-XX APPROVING MASTER PRICE AGREEMENTS WITH HAWKINS, INC., AND CARMEUSE LIME & STONE, INC., FOR THE PURCHASE OF CHEMICALS

Presenter: Brian Roche, Director of Utility, and Peter Roussell, Deputy Director of Utility

Attachments:

1. Resolution
2. Contracts (2)
3. Notice of Intent to Award
4. Project Overview

Background:

Council Priority:

D. Sustainable Environment and Infrastructure

The City's Utility Department utilizes treatment chemicals at Water Treatment Plants No. 1 and No. 2 to ensure the delivery of safe, high-quality drinking water and compliance with all regulatory requirements. To secure a reliable supply of these essential chemicals, the City of Palm Coast issued Invitation to Bid ITB-UT-26-52 for the annual purchase of water treatment chemicals. The resulting agreements provide for an initial one-year term with the option to renew for up to two (2) additional one-year periods.

Staff recommends approval of Master Price Agreements resulting from ITB-UT-26-52 with Hawkins, Inc. for the supply of Aluminum Chlorohydrate at a unit price of \$0.74 per pound and Carmeuse Lime & Stone, Inc. for the supply of High Calcium Quicklime at a unit price of \$606.10 per ton. The Notice of Intent to Award, bid overview, and proposed agreements are attached to this agenda item.

Hawkins, Inc.

Chemical: Aluminum Chlorohydrate
Unit Cost: \$0.74/pound
Estimated Annual Volume WTP 1: 64,800 lbs.
Estimated Annual Cost WTP 1: \$47,952

Carmeuse Lime & Stone, Inc.

Chemical: High Calcium Quicklime

Unit Cost: \$606.10/ton

Estimated Annual Volume WTP 1: 1,900 tons

Estimated Annual Cost: \$1,151,590

Estimated Annual Volume WTP 2: 700 lbs.

Estimated Annual Cost: \$424,270

Water Plant 1: 54019086 052030 Total Estimated Annual Cost: \$1,199,542

Water Plant 2: 54019087 052030 Total Estimated Annual Cost: \$424,270

Purchases under these agreements will be made on an as-needed basis using funds budgeted and appropriated by the City Council. Sufficient funding is available within the Fiscal Year 2026 Utility Fund-Chemicals account to support the anticipated purchases. These chemicals will be purchased on an as needed basis.

SOURCE OF FUNDS WORKSHEET FY 2026

UTILITYFUND Chemicals 54019086 052030	\$1,553,621.00
Total Expended/Encumbered to Date	\$1,205,178.03
Pending Work Orders/Contracts	\$0.00
Current (WO/Contract)	\$0.00
Balance	\$348,442.97

UTILITYFUND Chemicals 54019087 052030	\$1,555,284.00
Total Expended/Encumbered to Date	\$1,228,305.00
Pending Work Orders/Contracts	\$0.00
Current (WO/Contract)	\$0.00
Balance	\$326,979.00

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING MASTER PRICE AGREEMENTS WITH HAWKINS, INC., AND CARMEUSE LIME & STONE, INC., FOR THE PURCHASE OF CHEMICALS

**RESOLUTION 2026-
MASTER PRICE AGREEMENTS FOR CHEMICALS**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING MASTER PRICE AGREEMENTS WITH HAWKINS, INC., AND CARMEUSE LIME & STONE, INC., FOR CHEMICALS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO NEGOTIATE, FINALIZE AND EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR FUTURE AMENDMENTS, PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hawkins, Inc., and Carmeuse Lime & Stone, Inc., desires to provide chemicals to the City of Palm Coast on an as-needed basis; and

WHEREAS, the City Council of the City of Palm Coast desires to approve Master Price Agreements to purchase chemicals on an as-needed basis; 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 any necessary contracts including those that are equal to or exceed \$100,000.00 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 AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Master Price Agreements with Hawkins, Inc., and Carmeuse Lime & Stone, Inc., for the purchase of chemicals, 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 negotiate, finalize, and 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 \$100,000.00 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 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 7th day of July 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachments: Exhibit "A" – MPAs with Hawkins Inc., and Carmeuse Lime & Stone, Inc.

BPO Mgr. Approval



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Hawkins, Inc.

Project Name: Utility Chemicals - Aluminum Chlorhydrate

Bid/Reference # ITB-UT-26-52

Contract Type: Master Price Agreement

Contract Value \$ Over \$100K

Resolution # 2026-

City Council Approval Date: _____

Standard Contract Template (Y/N): Y

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

Length of Contract: 1 year

Renewable (Y/N): yes

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

City's Project Manager Donald Holcomb

Brief Description/Purpose:

Purchase of chemicals to be used at the City's Water Treatment Plants.

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

City Manager _____

Date: _____

Vendor Name and Email Address: Douglas Lange bids@hawkinsinc.com



city of PALM COAST

Finance Department
Budget & Procurement Office

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

Dear Supplier,

Please review and sign the attached agreement via DocuSign.

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

Thank you.

Regards,
City of Palm Coast

Budget & Procurement Office

In Process





CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Hawkins, Inc.

Project Name: Utility Chemicals - Aluminum Chlorhydrate

Bid/Reference # ITB-UT-26-52

Contract Type: Master Price Agreement

Contract Value \$ Over \$100K

Resolution # 2026-

City Council Approval Date: _____

Standard Contract Template (Y/N): Y

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

Length of Contract: 1 year

Renewable (Y/N): yes

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

City's Project Manager Donald Holcomb

Brief Description/Purpose:

Purchase of chemicals to be used at the City's Water Treatment Plants.

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

City Manager _____

Date: _____

MASTER PRICE AGREEMENT

THIS MASTER PRICE AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20 ____ ("Effective Date"), between Hawkins, Inc. whose primary place of business is 2381 Rosegate, Roseville, MN 55113 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY").

WITNESSETH:

WHEREAS, CITY desires to procure certain goods ("Goods") as set forth in Exhibit "A" Product/Price List, attached hereto and made a part hereof, from time to time from a competent and qualified supplier and has conducted a formal Chemicals For Water Treatment Plants #ITB-UT-26-52 (ITB) requesting bids/quotes for the Goods; and

WHEREAS, SUPPLIER is competent and qualified to provide the Goods to CITY and desires to provide said Goods to CITY at the firm prices established herein and in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CITY and SUPPLIER agree as follows:

1. PURCHASE ORDERS. During the term of this Agreement and solely upon receipt of authorizations for delivery in the form of written purchase orders ("Purchase Orders"), executed by CITY and signed by SUPPLIER, SUPPLIER shall furnish and deliver those Goods as specified in the Purchase Order and in accordance with the quantities and date or dates for delivery set forth in the Purchase Order. Each Purchase Order shall describe the Goods and related services, if any, as well as the quantities, date or dates for delivery and the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement regardless of their text. This Agreement standing alone does not authorize purchase or delivery of Goods or require CITY to place any orders. No claim for Goods furnished by the SUPPLIER not specifically provided for herein or not ordered by CITY shall be honored by CITY. CITY makes no promise that CITY will issue a Purchase Order to SUPPLIER, or as to the number of Purchase Orders during the life of this Agreement. CITY reserves the right to contract with other parties for the goods contemplated by this Agreement when it is determined by CITY to be in the best interest of CITY to do so. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

2. DELIVERY- Time is of the essence in the performance of this Agreement. SUPPLIER will arrange each delivery by a carrier chosen by SUPPLIER, and delivery shall be completed in accordance with the date or dates set forth in the Purchase Order. Terms of shipping are F.O.B. Destination Freight Prepaid. Title and risk of loss shall pass when items have been received, inspected and accepted by City. All associated shipping, insurance and other related costs shall be borne by SUPPLIER. Extra charges for any purpose will not be allowed unless explicitly indicated on the Purchase Order. CITY reserves the right to conduct any inspection or investigation to verify compliance of the Goods and related services with the requirements of this Agreement and to reject any delivery not in compliance, and if the deficiency is not visible at the time of delivery, to take and/or require appropriate corrective action.

3. COMPENSATION.

A. Pricing. Pricing for the Goods set forth in any Purchase Order issued hereunder shall be in accordance with the rates, fees and discounts set forth in Exhibit A, Product/Price List.

B. Invoicing. Upon satisfactory delivery of the Goods required hereunder and, upon acceptance by the CITY, SUPPLIER may invoice the CITY for the amount of compensation provided for under the terms of this Agreement less any amount already paid by the CITY. SUPPLIER shall invoice CITY the amount due based on the Goods provided under the Purchase Order; but, in no event, shall the invoice amount exceed the amounts actually provided. Each Purchase Order shall be invoiced separately. SUPPLIER shall render to CITY, at the close of each calendar month, an itemized invoice properly dated, describing any Goods provided, the cost of the Goods, the name and address of SUPPLIER, the purchase order number, Agreement number (if applicable) and all other information required by this Agreement. The original invoice shall be emailed to ap@palmcoastgov.com.

C. Payment Terms. Payment shall be made after review and approval by CITY under the Prompt Payment Act., Fla. Stat. 218.70. Payments shall be made by CITY to SUPPLIER not more than once monthly.

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.

4. TERM AND TERMINATION.

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of one (1) year. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Purchase Orders shall remain in effect until delivery and acceptance of the goods authorized by the Purchase Order as well as during periods of warranty and guarantee.

B. Time-Only Extension for Re-Solicitation. In addition to the renewal options above, the City may, at its sole discretion, extend the Agreement for time only for the limited purpose of allowing continuity of services while the City completes a re-solicitation, award, and transition for these services.

- This extension shall be non-material;
- Shall not exceed ninety (90) days in total
- This extension shall be a one-time extension that shall not be extended past ninety (90) days; and
- Shall involve no modification to pricing, scope of services, or any other material terms of the Agreement.

The Contractor shall continue performance at the existing contract rates and terms during any such time-only extension.

C. Termination.

i. **Termination Without Cause.** CITY may terminate this Agreement or any Purchase Order in whole or in part for convenience upon written notice to SUPPLIER sent at least fourteen (14) calendar days prior to the delivery date specified. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. CITY shall have no liability to SUPPLIER beyond payment of any balance owing for Goods purchased and already delivered to and accepted by CITY prior to SUPPLIER'S receipt of the notice of termination.

ii. **Termination For Cause.** City may terminate this Agreement or any Purchase Order in whole or in part at any time for default by written notice to SUPPLIER. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. In the event of a breach by SUPPLIER, including failure to make available or to deliver the Goods in the time and or manner provided for in this Agreement or a Purchase Order, CITY reserves the right to purchase substitutions and to charge SUPPLIER for any loss incurred. If this Agreement or any Purchase Order is terminated by CITY for SUPPLIER'S default, then SUPPLIER will be liable for all incidental and consequential damages resulting from SUPPLIER'S breach, including all damages provided in the Uniform Commercial Code (UCC). In the event SUPPLIER is adjudged by a court to be in default, SUPPLIER will pay to CITY all costs and expenses incurred by CITY in connection with the suit, including reasonable attorney's fees.

5. INDEMNIFICATION AND INSURANCE.

A. Indemnification/Sovereign Immunity.

i. SUPPLIER shall indemnify, hold harmless and defend CITY: (1) from any liabilities, damages, losses and costs, including but not limited to, reasonable attorneys fees arising from any claim or action based on any acts or omissions of SUPPLIER, its employees, servants, agents or subcontractors in completing the work under this Agreement; (2) with respect to any and all claims, suits, actions, and proceedings of actual or alleged infringements of any letter, Patent, Industrial Design right, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Goods delivered hereunder. CITY reserves its rights to be represented in any such action by its own counsel at its own expense.

ii. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein. In addition, in claims against any person or entity indemnified under this Section by an employee of SUPPLIER or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for SUPPLIER or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

- iii. City expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

B. Insurance. The SUPPLIER shall at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirementst, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.

B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section..

C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder, or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment, whichever is later. CITY or CITY'S authorized representative may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement, and SUPPLIER shall make such materials available at the SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY.

9. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.

10. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes, including but not limited to nondiscrimination, immigration and ethics laws. Violation of this section is grounds for debarment and termination of this Agreement.

11. SCRUTINIZED COMPANIES. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

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

- a. The Contractor's political opinions, speech, or affiliations;
- b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
- c. The Contractor's lawful ownership of a firearm;
- d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
- e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
- f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or

human trafficking;

g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;

h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

13. CONTRACT DOCUMENTS. The ITB and all submissions prepared by SUPPLIER in response to the ITB are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

14. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.

15. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. Any amendments to this Agreement must be in writing signed by both parties. In the event of a conflict between this Agreement and a Purchase Order or any other writing, this Agreement controls over such inconsistent or additional terms.

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

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

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

17. INDEPENDENT CONTRACTOR. The relationship of the parties established by this Agreement and all Purchase Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any

manner, whatsoever. Persons employed by the SUPPLIER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

- 18. NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:

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

FOR SUPPLIER:

Douglas Lange
Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113

- 19. PUBLIC RECORDS LAW.** The parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally makes public all records or other writings made or received by the parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

1. Keep and maintain all public records required by CITY to perform the services herein; and
2. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
4. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of the SUPPLIER or keep and maintain public records required by CITY to perform the services herein. If the SUPPLIER transfers all public records to CITY upon completion of the Agreement, the SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUPPLIER keeps and maintains public records upon completion of the Agreement, the SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, the SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the SUPPLIER'S failure to comply with these requirements.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, CITYCLERK@PALMCOASTGOV.COM, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

- 20. SUBCONTRACTORS.** In the event that SUPPLIER, during the course of this Agreement, requires the services of any subcontractors or other professional associates in connection with performance of this Agreement or any Purchase Order, SUPPLIER must first secure CITY'S prior express written approval. If subcontractors or other professional associates are required, SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates.

21. **UCC.** In addition to any rights or remedies contained in this Purchase Order, each party shall have rights, duties, and remedies available through the Uniform Commercial Code.
22. **WARRANTY.** SUPPLIER warrants that all Goods supplied are new, of good quality, and free from defects in title, workmanship, material, and in design, and are in full compliance with the specifications. In addition, SUPPLIER warrants that all work or services, if any, shall be performed in a good and competent workmanlike manner. The Goods and services hereunder are covered by the most favorable commercial warranties given any customer for such Goods and/or services, and the rights and remedies provided therein are in addition to and do not limit those available to CITY by any other clause of this Agreement. A copy of this warranty and all applicable manufacturer's warranties shall be furnished with the delivery of the Goods and, services if any. The equipment manufacturer's warranty must apply at a minimum, and must be honored by SUPPLIER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

HAWKINS, INC.

By: _____

By: _____
Authorized Signatory

Print Name: Michael McGlothlin

Print: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

In Process

- Exhibits:
A: Product/Price List
B: Insurance Requirements

Exhibit A
PRODUCT/PRICE LIST

(See attached)

In Process

PRICE SCHEDULE

Hawkins Inc.

Company Name of Bidder

2381 Rosegate

Mailing Address

Roseville MN 55113

City, State, ZIP

(612) 331-6910

Phone Number

Price for Aluminum Chlorhydrate in US Dollars: \$ **0.74 / LB**

Price for Aluminum Chlorhydrate written out: **seventy-four cents per pound**

Price for Calcium Bulk Quicklime in US Dollars: \$ **NO BID**

Price for Calcium Bulk Quicklime written out: **NO BID**

Pursuant to and in compliance with the Invitation To Bid, and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract Documents, local conditions affecting the performance of the work, and the cost of the work at the places where the work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Invitation to Bid requirements, including any addenda, and Contract Documents, for the amount set forth above. Taxes, customs, and tariffs on commodities or contractual services purchased under the contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

		May 20, 2026
Authorized Signatory		Date
Douglas Lange		
Name		
Vice President, Water Treatment Group		
Title		



CONTRACTOR E-VERIFY AFFIDAVIT
PALM COAST FL - ITB-UT-26-52

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

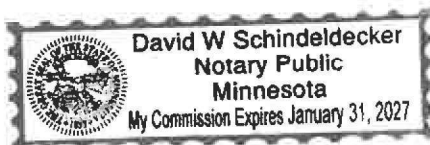

 Print Name: Douglas Lange
 Title: Vice President, Water Treatment Group
 Date: May 20, 2026

STATE OF MINNESOTA
COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 20th day of May, 2026 by Douglas Lange [name of officer or agent, title of officer or agent] of Hawkins Inc [name of contractor company acknowledging], a Minnesota [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A [type of identification] as identification.


 Notary Public

[NOTARY SEAL]



David Schindeldecker
 Name typed, printed or stamped
 My Commission Expires: January 31, 2027

Hawkins, Inc.
 2381 Rosegate
 Roseville, MN 55113



Company ID Number: 1650052

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR WEB SERVICES EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Hawkins Inc (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.



Company ID Number: 1650052

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer	
Hawkins Inc	
Name (Please Type or Print)	Title
Cari S Skarstad	
Signature	Date
Electronically Signed	03/04/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
USCIS Verification Division	
Signature	Date
Electronically Signed	03/09/2021

FORM 7 – PUR 1355**FOREIGN COUNTRY OF CONCERN ATTESTATION****(PUR 1355)**

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

Hawkins 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: **Douglas Lange**

Title: **Vice President, Water Treatment Group**

Signature:



Date: **May 20, 2026**

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Minnesota

County of Ramsey

Hawkins Inc.

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

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

Date: May 20, 2026

Signed: 

Entity: Hawkins Inc.

Name: Douglas Lange

Title: Vice President, Water Treatment Group

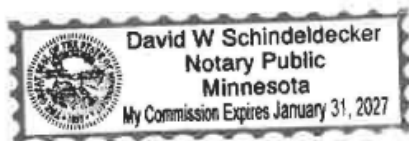
Sworn to (or affirmed) and subscribed before me this 20th day of May, 2026, by Douglas Lange

Notary Signature

[NOTARY SEAL]

David Schindeldecker

PRINT OR TYPE NAME OF NOTARY



Personally known ☒

OR Produced Identification ☐

Type of Identification Produced _____

Exhibit B INSURANCE REQUIREMENTS

1. GENERAL.

- 1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. The Certificate of Insurance shall provide that the CITY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by the CITY or the CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of the SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.
- 1.2. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.3. Until such time as the insurance is no longer required to be maintained by the SUPPLIER, the SUPPLIER shall provide the CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by the CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required by this Section.
- 1.4. Neither approval by the CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve the SUPPLIER of the SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5. It shall also be the responsibility of the SUPPLIER to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

2. INSURANCE COMPANY REQUIREMENTS.

- 2.1. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.
- 2.2. In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.
- 2.3. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the SUPPLIER shall, as soon as the SUPPLIER has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to the CITY the SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE.

3.1. Without limiting any of the other obligations or liability of the SUPPLIER, the SUPPLIER shall, at the SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1.1. **Workers' Compensation/Employer's Liability.**

A. **Workers Compensation Coverage** SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. **Employers Liability Coverage**

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Each Employee)
\$500,000.00	(Disease-Policy Limit)

3.1.2. **Commercial General Liability.**

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

LIMITS	
General Aggregate (per project)	\$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.1.3. **Business Auto Policy.**

The SUPPLIER'S insurance shall cover the SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by the SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS	
Each Occurrence Bodily Injury and	\$1,000,000.00
Property Damage Liability Combined	

FORM 5- 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.

Hawkins Inc. Name of Bidder Douglas Lange, Vice President WTG Name and Titles of Authorized Representative(s)  Signature(s) May 20, 2026 Printed Date	
---	--

BPO Mgr. Approval



CONTRACT EXECUTIVE OVERVIEW
(Non-Construction)

Vendor Name Caremuse Lime & Stone, Inc.
Project Name: Utility Chemicals - Calcium Quicklime
Bid/Reference # ITB-UT-26-52
Contract Type: Master Price Agreement

Contract Value \$ Over \$100K

Resolution # 2026-

City Council Approval Date: _____

Standard Contract Template (Y/N): y

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

Length of Contract: 1 year

Renewable (Y/N): yes

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

City's Project Manager Donald Holcomb

Brief Description/Purpose:
Purchase of chemicals to be used at the City's Water Treatment Plants.

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

City Manager _____

Date: _____



Finance Department
Budget & Procurement Office

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

Dear Supplier,

Please review and sign the attached agreement via DocuSign.

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

Thank you.

Regards,
City of Palm Coast

Budget & Procurement Office

In Process



MASTER PRICE AGREEMENT

THIS MASTER PRICE AGREEMENT ("Agreement") made and entered into this ____ day of _____, 2026 ("Effective Date"), between Caremuse Lime & Stone, Inc. whose primary place of business is 11 Stanwix Street, 21st Floor, Pittsburg, PA 15222 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY").

WITNESSETH:

WHEREAS, CITY desires to procure certain goods ("Goods") as set forth in Exhibit "A" Product/Price List, attached hereto and made a part hereof, from time to time from a competent and qualified supplier and has conducted a formal Chemicals For Water Treatment Plants #ITB-UT-26-52 (ITB) requesting bids/quotes for the Goods; and

WHEREAS, SUPPLIER is competent and qualified to provide the Goods to CITY and desires to provide said Goods to CITY at the firm prices established herein and in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CITY and SUPPLIER agree as follows:

1. PURCHASE ORDERS. During the term of this Agreement and solely upon receipt of authorizations for delivery in the form of written purchase orders ("Purchase Orders"), executed by CITY and signed by SUPPLIER, SUPPLIER shall furnish and deliver those Goods as specified in the Purchase Order and in accordance with the quantities and date or dates for delivery set forth in the Purchase Order. Each Purchase Order shall describe the Goods and related services, if any, as well as the quantities, date or dates for delivery and the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement regardless of their text. This Agreement standing alone does not authorize purchase or delivery of Goods or require CITY to place any orders. No claim for Goods furnished by the SUPPLIER not specifically provided for herein or not ordered by CITY shall be honored by CITY. CITY makes no promise that CITY will issue a Purchase Order to SUPPLIER, or as to the number of Purchase Orders during the life of this Agreement. CITY reserves the right to contract with other parties for the goods contemplated by this Agreement when it is determined by CITY to be in the best interest of CITY to do so. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

2. DELIVERY- Time is of the essence in the performance of this Agreement. SUPPLIER will arrange each delivery by a carrier chosen by SUPPLIER, and delivery shall be completed in accordance with the date or dates set forth in the Purchase Order. Terms of shipping are F.O.B. Destination Freight Prepaid. Title and risk of loss shall pass when items have been received, inspected and accepted by City. All associated shipping, insurance and other related costs shall be borne by SUPPLIER. Extra charges for any purpose will not be allowed unless explicitly indicated on the Purchase Order. CITY reserves the right to conduct any inspection or investigation to verify compliance of the Goods and related services with the requirements of this Agreement and to reject any delivery not in compliance, and if the deficiency is not visible at the time of delivery, to take and/or require appropriate corrective action.

3. COMPENSATION.

A. Pricing. Pricing for the Goods set forth in any Purchase Order issued hereunder shall be in accordance with the rates, fees and discounts set forth in Exhibit A, Product/Price List.

B. Invoicing. Upon satisfactory delivery of the Goods required hereunder and, upon acceptance by the CITY, SUPPLIER may invoice the CITY for the amount of compensation provided for under the terms of this Agreement less any amount already paid by the CITY. SUPPLIER shall invoice CITY the amount due based on the Goods provided under the Purchase Order; but, in no event, shall the invoice amount exceed the amounts actually provided. Each Purchase Order shall be invoiced separately. SUPPLIER shall render to CITY, at the close of each calendar month, an itemized invoice properly dated, describing any Goods provided, the cost of the Goods, the name and address of SUPPLIER, the purchase order number, Agreement number (if applicable) and all other information required by this Agreement. The original invoice shall be emailed to ap@palmcoastgov.com.

C. Payment Terms. Payment shall be made after review and approval by CITY under the Prompt Payment Act., Fla. Stat. 218.70. Payments shall be made by CITY to SUPPLIER not more than once monthly.

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.

4. TERM AND TERMINATION.

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of one (1) year. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Purchase Orders shall remain in effect until delivery and acceptance of the goods authorized by the Purchase Order as well as during periods of warranty and guarantee.

B. Time-Only Extension for Re-Solicitation. In addition to the renewal options above, the City may, at its sole discretion, extend the Agreement for time only for the limited purpose of allowing continuity of services while the City completes a re-solicitation, award, and transition for these services.

- This extension shall be non-material;
- Shall not exceed ninety (90) days in total
- This extension shall be a one-time extension that shall not be extended past ninety (90) days; and
- Shall involve no modification to pricing, scope of services, or any other material terms of the Agreement.

The Contractor shall continue performance at the existing contract rates and terms during any such time-only extension.

C. Termination.

i. **Termination Without Cause.** CITY may terminate this Agreement or any Purchase Order in whole or in part for convenience upon written notice to SUPPLIER sent at least fourteen (14) calendar days prior to the delivery date specified. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. CITY shall have no liability to SUPPLIER beyond payment of any balance owing for Goods purchased and already delivered to and accepted by CITY prior to SUPPLIER'S receipt of the notice of termination.

ii. **Termination For Cause.** City may terminate this Agreement or any Purchase Order in whole or in part at any time for default by written notice to SUPPLIER. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. In the event of a breach by SUPPLIER, including failure to make available or to deliver the Goods in the time and or manner provided for in this Agreement or a Purchase Order, CITY reserves the right to purchase substitutions and to charge SUPPLIER for any loss incurred. If this Agreement or any Purchase Order is terminated by CITY for SUPPLIER'S default, then SUPPLIER will be liable for all incidental and consequential damages resulting from SUPPLIER'S breach, including all damages provided in the Uniform Commercial Code (UCC). In the event SUPPLIER is adjudged by a court to be in default, SUPPLIER will pay to CITY all costs and expenses incurred by CITY in connection with the suit, including reasonable attorney's fees.

5. INDEMNIFICATION AND INSURANCE.

A. Indemnification/Sovereign Immunity.

i. SUPPLIER shall indemnify, hold harmless and defend CITY: (1) from any liabilities, damages, losses and costs, including but not limited to, reasonable attorneys fees arising from any claim or action based on any acts or omissions of SUPPLIER, its employees, servants, agents or subcontractors in completing the work under this Agreement; (2) with respect to any and all claims, suits, actions, and proceedings of actual or alleged infringements of any letter, Patent, Industrial Design right, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Goods delivered hereunder. CITY reserves its rights to be represented in any such action by its own counsel at its own expense.

ii. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein. In addition, in claims against any person or entity indemnified under this Section by an employee of SUPPLIER or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for SUPPLIER or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

- iii. City expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

B. Insurance. The SUPPLIER shall at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirementst, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.

B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section..

C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder, or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment, whichever is later. CITY or CITY'S authorized representative may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement, and SUPPLIER shall make such materials available at the SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY.

9. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.

10. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes, including but not limited to nondiscrimination, immigration and ethics laws. Violation of this section is grounds for debarment and termination of this Agreement.

11. SCRUTINIZED COMPANIES. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

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

- a. The Contractor's political opinions, speech, or affiliations;
- b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
- c. The Contractor's lawful ownership of a firearm;
- d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
- e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
- f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or

human trafficking;

g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;

h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

13. CONTRACT DOCUMENTS. The ITB and all submissions prepared by SUPPLIER in response to the ITB are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

14. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.

15. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. Any amendments to this Agreement must be in writing signed by both parties. In the event of a conflict between this Agreement and a Purchase Order or any other writing, this Agreement controls over such inconsistent or additional terms.

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

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

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

17. INDEPENDENT CONTRACTOR. The relationship of the parties established by this Agreement and all Purchase Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any

manner, whatsoever. Persons employed by the SUPPLIER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

- 18. NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:

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

FOR SUPPLIER:

Jennifer Andouin
Caremuse Lime & Stone, Inc.
11 Stanwix Street, 21st Floor
Pittsburg, PA 15222

- 19. PUBLIC RECORDS LAW.** The parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally makes public all records or other writings made or received by the parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

1. Keep and maintain all public records required by CITY to perform the services herein; and
2. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
4. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of the SUPPLIER or keep and maintain public records required by CITY to perform the services herein. If the SUPPLIER transfers all public records to CITY upon completion of the Agreement, the SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUPPLIER keeps and maintains public records upon completion of the Agreement, the SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, the SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the SUPPLIER'S failure to comply with these requirements.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, CITYCLERK@PALMCOASTGOV.COM, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

- 20. SUBCONTRACTORS.** In the event that SUPPLIER, during the course of this Agreement, requires the services of any subcontractors or other professional associates in connection with performance of this Agreement or any Purchase Order, SUPPLIER must first secure CITY'S prior express written approval. If subcontractors or other professional associates are required, SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates.

21. **UCC.** In addition to any rights or remedies contained in this Purchase Order, each party shall have rights, duties, and remedies available through the Uniform Commercial Code.
22. **WARRANTY.** SUPPLIER warrants that all Goods supplied are new, of good quality, and free from defects in title, workmanship, material, and in design, and are in full compliance with the specifications. In addition, SUPPLIER warrants that all work or services, if any, shall be performed in a good and competent workmanlike manner. The Goods and services hereunder are covered by the most favorable commercial warranties given any customer for such Goods and/or services, and the rights and remedies provided therein are in addition to and do not limit those available to CITY by any other clause of this Agreement. A copy of this warranty and all applicable manufacturer's warranties shall be furnished with the delivery of the Goods and, services if any. The equipment manufacturer's warranty must apply at a minimum, and must be honored by SUPPLIER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

CAREMUSE LIME & STONE, INC.

By: _____

By: _____
Authorized Signatory

Print Name: Michael McGlothlin

Print: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

In Process

- Exhibits:
A: Product/Price List
B: Insurance Requirements

Exhibit A
PRODUCT/PRICE LIST

(See attached)

In Process

PRICE SCHEDULE

O-N MINERALS (LUTTRELL) COMPANY

Company Name of Bidder
INSIDE SALES, 11 STANWIX ST., 21ST FLOOR

Mailing Address
PITTSBURGH, PA 15222

City, State, ZIP
866-780-0974

Phone Number

Price for Aluminum Chlorhydrate in US Dollars: \$ NO BID

Price for Aluminum Chlorhydrate written out: NO BID

Price for Calcium Bulk Quicklime in US Dollars: \$ 606.10 / TON

Price for Calcium Bulk Quicklime written out: SIX HUNDRED AND SIX DOLLARS AND TEN CENTS PER TON

Pursuant to and in compliance with the Invitation To Bid, and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract Documents, local conditions affecting the performance of the work, and the cost of the work at the places where the work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Invitation to Bid requirements, including any addenda, and Contract Documents, for the amount set forth above. Taxes, customs, and tariffs on commodities or contractual services purchased under the contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

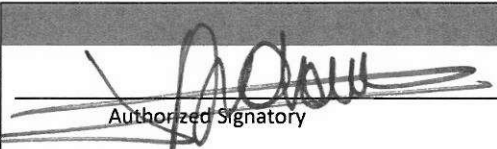
 Authorized Signatory	5/19/2026 Date
JENNIFER ANDOUIN Name	
VP - HR Title	

Exhibit B INSURANCE REQUIREMENTS

1. GENERAL.

- 1.1.** Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. The Certificate of Insurance shall provide that the CITY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by the CITY or the CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of the SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.
- 1.2.** SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.3.** Until such time as the insurance is no longer required to be maintained by the SUPPLIER, the SUPPLIER shall provide the CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by the CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required by this Section.
- 1.4.** Neither approval by the CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve the SUPPLIER of the SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5.** It shall also be the responsibility of the SUPPLIER to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6.** Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

2. INSURANCE COMPANY REQUIREMENTS.

- 2.1.** Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.
- 2.2.** In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.
- 2.3.** If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the SUPPLIER shall, as soon as the SUPPLIER has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to the CITY the SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE.

3.1. Without limiting any of the other obligations or liability of the SUPPLIER, the SUPPLIER shall, at the SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1.1. **Workers' Compensation/Employer's Liability.**

A. **Workers Compensation Coverage** SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage	
\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Each Employee)
\$500,000.00	(Disease-Policy Limit)

3.1.2. **Commercial General Liability.**

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	\$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.1.3. **Business Auto Policy.**

The SUPPLIER'S insurance shall cover the SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by the SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and	\$1,000,000.00
Property Damage Liability Combined	

FORM 5- 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.

O-N MINERALS (LUTTRELL) COMPANY
D/B/A: CARMEUSE AMERICAS

Name of Bidder

JENNIFER ANDOUIN / VP - HR

Name and Titles of Authorized Representative(s)

Signature(s)

5/19/2026

Printed Date



Carmeuse North America
 11 Stanwix Street, 21st Floor • Pittsburgh, PA 15222
 Phone: 866-780-0974
info@carmeuse.com

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that O-N MINERALS (LUTTRELL) COMPANY
D/B/A: CARMEUSE AMERICAS *[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.

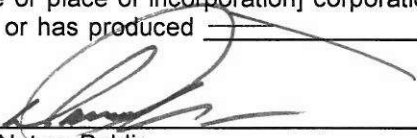
All employees hired on or after January 1, 2021 have had their work authorization status verified through
 the E-Verify system.

A true and correct copy of O-N MINERALS (LUTTRELL) COMPANY *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

X 
 Print Name: JENNIFER ANDOUIN
 Title: O-N MINERALS (LUTTRELL) COMPANY
 Date: 5/19/2026

PENNSYLVANIA
 STATE OF ~~FLORIDA~~
 COUNTY OF ALLEGHENY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
 notarization this 19TH day of MAY, 2026 by JENNIFER ANDOUIN
 [name of officer or agent, title of officer or agent] of
O-N MINERALS (LUTTRELL) COMPANY [name of contractor company
 acknowledging], a DELAWARE [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]

Commonwealth of Pennsylvania - Notary Seal
 Dana Brooks, Notary Public
 Allegheny County
 My commission expires December 31, 2029
 Commission number 1281017
 Member, Pennsylvania Association of Notaries

DANA BROOKS

Name typed, printed or stamped

My Commission Expires: 12/31/2029

FORM 7 – PUR 1355**FOREIGN COUNTRY OF CONCERN ATTESTATION****(PUR 1355)**

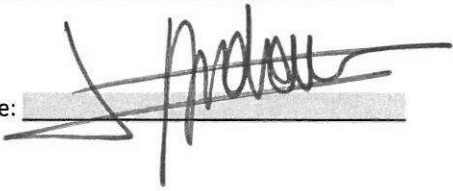
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms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

O-N MINERALS (LUTTRELL) COMPANY 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: JENNIFER ANDOUIN

Title: VP - HR

Signature: 

Date: 5/19/2026

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of PENNSYLVANIA

County of ALLEGHENY

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of O-N MINERALS (LUTTRELL) COMPANY (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: 5/19/2026

Signed: _____



Entity: O-N MINERALS (LUTTRELL) COMPANY Name: JENNIFER ANDOUIN

Title: VP - HR

Sworn to (or affirmed) and subscribed before me this 19TH day of MAY, 2026, by _____

Notary Signature

[NOTARY SEAL]

Commonwealth of Pennsylvania - Notary Seal
Dana Brooks, Notary Public
Allegheny County
My commission expires December 31, 2029
Commission number 1281017
Member, Pennsylvania Association of Notaries

DANA BROOKS

PRINT OR TYPE NAME OF NOTARY

Personally known X

OR Produced Identification _____

Type of Identification Produced _____



Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: ITB-UT-26-52 UTILITY CHEMICALS BID 2026

Date: 5/27/2026

Appeal Deadline: Appeals must be filed by 5:00 PM on 6/1/2026

Firm	Aluminum Chlorhydrate	High Calcium Quicklime
Carmeuse Lime & Stone Pittsburg, PA	NO BID	\$606.10/TON
Hawkins, Inc. Roseville, MN	\$0.74/LBS	NO BID
Lhoist North America Calera, AL	NO BID	\$706.08/TON

The intent of the City of Palm Coast is to award ITB-UT-26-52 to Carmeuse Lime & Stone and Hawkins, 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.



please recycle

palmcoastgov.com

Failure to file a written protest to the Acting Deputy City Manager, Kyle Berryhill (kberryhill@palmcoastgov.com) shall constitute a waiver of the protest proceedings.



ITB-UT-26-52 - UTILITY CHEMICALS FOR WATER TREATMENT PLANTS

Project Overview

Project Details	
Reference ID	ITB-UT-26-52
Project Name	UTILITY CHEMICALS FOR WATER TREATMENT PLANTS
Project Owner	Shannon Nolan
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of securing a Master Pricing Agreement Contract for the purchase of various chemicals to be used at the City's Water Treatment Plants.
Open Date	May 06, 2026 8:00 AM EDT
Intent to Bid Due	May 20, 2026 2:00 PM EDT
Close Date	May 21, 2026 2:00 PM EDT

Awarded Suppliers	Reason	Score
Carmeuse Lime & Stone		100 pts
Hawkins, Inc.		100 pts



Seal status

Requested Information	Unsealed on	Unsealed by
Required Forms 1 - 8	May 21, 2026 2:01 PM EDT	Shannon Nolan
Price Schedule	May 21, 2026 2:01 PM EDT	Shannon Nolan
Aluminum Chlorhydrate - References	May 21, 2026 2:01 PM EDT	Shannon Nolan
Calcium Oxide - References	May 21, 2026 2:01 PM EDT	Shannon Nolan
Addendum 1 (if issued)	May 21, 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?
Donald Holcomb	May 22, 2026 7:50 AM EDT	No
Ryan Bellerive	May 27, 2026 10:04 AM EDT	No
Shannon Nolan	May 21, 2026 2:02 PM EDT	No
Robert Hubbard	May 22, 2026 9:08 AM EDT	No
Ronald Cook	May 26, 2026 9:10 AM EDT	No



Project Criteria

Criteria	Points	Description
Quick Lime Admin Price Review	100 pts	Direct entry of bid price from bid submissions.
Technical Review	Pass/Fail	Verify all specifications are met. Review all submissions for required data. MUST check all references for each submission.
Admin Review	Pass/Fail	Documents submitted as requested and required.
Aluminum Admin Price Review	100 pts	Direct entry of bid price from bid submissions.
Total	200 pts	



Scoring Summary

Active Submissions

	Total	Quick Lime Admin Price Review	Technical Review	Admin Review	Aluminum Admin Price Review
Supplier	/ 100 pts	/ 100 pts	Pass/Fail	Pass/Fail	/ 100 pts
Carmeuse Lime & Stone	100	100 pts (\$606.1)	Fail (Did not price Aluminum)	Pass	0 pts (\$0.00)
Hawkins, Inc.	100	0 pts (\$0.00)	Fail (Did not price Calcium)	Pass	100 pts (\$0.74)
Lhoist North America of Alabama, LLC	78	78 pts (\$706.08)	Fail (Did not price Aluminum)	Pass	0 pts (\$0.00)



Reason

Supplier	Disqualified by	Reason
Pencco, Inc.	Shannon Nolan	NO BID

City of Palm Coast, Florida Agenda Item

Agenda Date: July 7, 2026

Agenda Item: F.3

Department	UTILITY	Amount	\$153,000.00
Division	UTILITY CAPITAL CME	Org/Account #	54029082-063000-82030
Subject: RESOLUTION 2026-XX APPROVING A WORK ORDER WITH PBM CONSTRUCTORS, INC., FOR DEMOLITION AND REMOVAL OF EXISTING MECHANICAL ROTOR AERATORS			
Presenter: Brian Roche, Director of Utility			
Attachments: 1. Resolution 2. Quote			
Background: Council Priority: D. Sustainable Environment and Infrastructure Consistent with the City Council's priority to improve infrastructure, the Utility Department identified the need to upgrade the aging aeration system in the main biological treatment tanks at WWTF #1. New jet aeration equipment was installed in 2025 under RFP-UT-24, Headworks Rehabilitation and Aeration Upgrades, a project included in the Wastewater Five-Year Capital Improvement Plan. The project reached substantial completion in late 2025, with the new aeration units successfully installed, tested, and placed into operation. The existing brush aerators were retained temporarily to ensure the new system performed as designed and operated reliably. Staff now request authorization to engage PBM Constructors, Inc. to disassemble, remove, and dispose of the existing twelve brush aerators. The scope of work also includes removal of associated walkways and repair of any concrete disturbed during demolition activities. PBM Constructors, Inc. is currently under contract with the City as one of the continuing services construction contractors selected through RFSQ-UT-26-0. PBM was selected for this work based on its familiarity with the existing aeration equipment through previous projects involving aerator removal, repair, and upgrade work. This experience is expected to support efficient and cost-effective project completion. The proposed work is consistent with the terms and conditions of the Master Services Agreement for Construction Services dated September 6, 2024 (RFSQ-SWE-24-12).			

Source of Funds Worksheet

Original Budget: \$1,350,000.00

Total Expended/Encumbered to Date: \$0.00

Pending Work Orders.Contracts: \$366,171.85

Current (WO/Contract): \$153,000.00

Balance: \$830,828.15

Recommended Action:

**ADOPT RESOLUTION 2026-XX APPROVING A WORK ORDER WITH PBM CONSTRUCTORS, INC.,
FOR DEMOLITION AND REMOVAL OF EXISTING MECHANICAL ROTOR AERATORS**

RESOLUTION 2026-____
DEMOLITION AND REMOVAL OF EXISTING
MECHANICAL ROTOR AERATORS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A WORK ORDER WITH PBM CONSTRUCTORS, INC., IN THE AMOUNT NOT TO EXCEED \$153,000.00 FOR THE DEMOLITION AND REMOVAL OF EXISTING MECHANICAL ROTOR AERATORS; 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 utilize PBM Constructors, Inc., for demolition and removal of existing mechanical rotor aerators for the City of Palm Coast; and

WHEREAS, PBM Constructors, Inc., desires to provide services for demolition and removal of existing mechanical rotor aerators 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 PBM Constructors, 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 7th day of July 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 PBM Constructors, Inc.

PBM Constructors, Inc. - Quote

PO Box 11089 Jacksonville, Fl. 32239-1089

CG C037694

To: Pat Henderson
Company: City of Palm Coast
Phone:
Fax:

From: Ben Moore

Phone: 714-6353
Fax: 714-6354

Date: 6/10/26

Quote : WWTP #1 Demo of Existing Mechanical Rotor Aerators

Provide labor and equipment for work described as follows

Ditch #3 and #4 :

- 1. Remove (8) existing rotors and covers**
- 2. Remove existing scum trough and bridge**
- 3. Cut off all anchor bolts flush and patch wall concrete**
- 4. Fill all rotor sumps with 4000 PSI concrete**
- 5. Remove and dispose of all debris**

Ditch #5 :

- 6. Remove (4) existing rotors**
- 7. Cut off all anchor bolts flush and patch wall concrete**
- 8. Remove and dispose of all debris**

Total Price : \$153,000.00

City of Palm Coast, Florida Agenda Item

Agenda Date: July 7, 2026

Agenda Item: F.4

Department STORMWATER AND ENGINEERING
Division CONSTRUCTION MGT AND
ENGINEERING

Amount \$115,000.00
Org/Account # 54205509-063000-55230

Subject: RESOLUTION 2026-XX APPROVING A CONTRACT FOR 19 CENTRAL PLACE PIPE REPLACEMENT

Presenter: Carmelo Morales, Stormwater Engineer

Attachments:

1. Resolution
2. Draft Contract
3. Notice of Intent to Award
4. Project Overview

Background:

Council Priority:

B. Safe and Reliable Services

City Staff identified the need for a pipe replacement at 19 Central Place. This project involves the removal of the existing stormwater culvert pipes and the installation of a new 15-inch HDPE drainage system and construction of a new retaining wall adjacent to the existing seawall.

Staff advertised Bid (ITB-SWE-26-34) for the 19 Central Place Pipe Replacement Project. Staff recommend awarding the contract to lowest bidder, S.E Cline Construction, Inc., in the amount of \$99,167.50. The Notice of Intent to Award and project overview are attached.

This item is to approve funding in the amount of \$99,167.50 for the pipe replacement at 19 Central Place, along with a project contingency of \$15,832.50 for unforeseen project circumstance for a total approval of \$115,000. Funds for this project are budgeted out of the Stormwater Engineering Fund for FY 2026.

Source of Funds Worksheet

Original Budget: \$115,000.00

Total Expended/Encumbered to Date: \$0.00

Pending Work Orders.Contracts: \$0.00

Current (WO/Contract): \$115,000.00

Balance: \$0.00

Recommended Action:

**ADOPT RESOLUTION 2026-XX APPROVING A CONTRACT FOR 19 CENTRAL PLACE PIPE
REPLACEMENT**

**RESOLUTION 2026-
19 CENTRAL PLACE PIPE REPLACEMENT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING A CONSTRUCTION CONTRACT FOR 19 CENTRAL PLACE PIPE 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, S.E Cline Construction Inc., desires to provide construction services for the 19 central pipe replacement project; and

WHEREAS, City Council desires to approve the contract for above-mentioned construction services for the City of Palm Coast; and

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

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

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

SECTION 2. APPROVAL OF A CONTRACTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of an agreement with S.E. Cline Construction, Inc., for a pipe replacement at 19 Central Place, 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 7th day of July 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" Draft Contract with S.E. Cline Construction, Inc.



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, Florida 32135 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:

Removal of the existing stormwater culvert pipes and the installation of a new 15-inch HDPE drainage system as shown in the plans. This includes pipe installation at the invert elevations indicated in the drawings, proper bedding, backfilling, compaction, and all connections or transitions required to tie the system into existing infrastructure. The Contractor shall also perform any necessary dewatering and temporary cofferdam operations to complete the retaining-wall and pipe-related work in the areas adjacent to the waterway. Utility coordination, including Sunshine 811 notifications and compliance with utility separation requirements, must be maintained throughout the project.

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

ITB-SWE-26-34 19 Central Place – Pipe Replacement

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean The 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-26-34 19 Central Place – Pipe Replacement 14.13 of the General Conditions (“General Conditions”), within thirty days (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 fifteen (15) 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-NINE THOUSAND, ONE HUNDRED AND SIXTY-SEVEN DOLLARS AND 50 CENTS (\$99,167.50)** 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: Martin Bacon 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-26-34 19 Central Place – Pipe 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, Florida 32135

TO CITY:

City Manager

City of Palm Coast

160 Lake Avenue

Palm Coast, Florida 32164

Section 13. Conflict of Interest.

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

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

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

Section 14. Material Breaches of Contract.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a material breach of the Contract Documents.

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

Section 15. E-Verify Registration and Use

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

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

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

Section 16. Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

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

- (a) The Contractor's political opinions, speech, or affiliations;
- (b) The Contractor's religious beliefs, religious exercise, or religious affiliations;
- (c) The Contractor's lawful ownership of a firearm;
- (d) The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
- (e) The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;

- (f) The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
- (g) The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
- (h) The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

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

CITY OF PALM COAST

By: _____

Name: Michael McGlothlin

Title: City Manager

Date: _____

S.E. CLINE CONSTRUCTION, INC.

By: _____
Authorized Signatory

Name: _____

Title: _____

Date: _____

BID FORM A
BID SCHEDULE (Lump Sum)
Alternative
(Please note- The only item different from the Base Bid is Item #11)

ITEM #	ITEM DESCRIPTION	QTY	UNIT	AMOUNT
1	Mobilization and Demobilization – All site setup, temporary facilities, insurances, general conditions.	1	LS	\$ 3,398.19
2	Maintenance of Traffic (M.O.T.)	1	LS	\$ 1,462.50
3	Clearing & Grubbing / Site Preparation – Protect adjacent properties/trees, staking, lines/levels, smooth grading transitions.	1	LS	\$ 2,047.50
4	Erosion & Sediment Control – Silt fence, turbidity curtain, seeding/sodding, sediment removal and repairs as required.	1	LS	\$ 1,607.58
5	Dewatering & Temporary Cofferdam – Required for retaining wall installation and work near water; pumping, barriers, discharge management.	1	LS	\$ 20,039.38
6	Utility Locates & Coordination – Sunshine 811 notices, utility protection, compliance with separation requirements; soft-dig verifications.	1	LS	\$ 2,106.00
7	Demolition/Removal of Existing Pipe – Remove (1) 15" CMP (36 LF + 116 LF) and dispose; backfill/grade per notes. (Plan C-3).	1	LS	\$ 3,924.52
8	Demolition/Removal of Existing Pipe – Remove (1) 15" CMP (116 LF) and dispose; backfill/grade per notes. (Plan C-3).	1	LS	\$ 6,893.45
9	15" HDPE Culvert Installation – Install (1) 15" HDPE (36 LF) with connections at invert elevations shown; bedding/backfill/compaction; flowable fill around water main if 6" separation not met (Utility Note). (Plan C-4).	1	LS	\$ 3,965.04
10	15" HDPE Culvert Installation – Install (1) 15" HDPE (111 LF) with connections at invert elevations shown; bedding/backfill/compaction; flowable fill around water main if 6" separation not met (Utility Note). (Plan C-4).	1	LS	\$ 8,771.18
11	Retaining Wall Construction – utilizing on site form and pour with the same dimensions/geometry, 5000psi, Fly Ash Portland cement/concrete, and reinforcement as listed on the plans.	1	LS	\$ 21,996.00
12	Coquina Rock Rip-Rap – Includes furnishing and installing rip-rap in two distinct areas as shown in the plans: (1) approximately 105 S.F. of coquina rock with minimum 18" diameter at the outfall area, and (2) 6"-12" diameter rip-rap along the retaining wall perimeter, both placed over the required stone base and in full accordance with Sheet C-4.	1	LS	\$ 7,411.32
13	Asphalt Pavement Restoration – Replace 8' width patch area (161 SFT) with typical section: SP-9.5 (1-1/2"), 6" limerock base, 12" stabilized subgrade; compactions per FDOT/AASHTO; match existing grade. (Detail on C-4).	1	LS	\$ 2,843.10
14	Swale/Surface Drainage Grading – Grade shallow swale (~6" depth) to convey flow to rip-rap/road; smooth transitions to existing elevations. (Plan C-4).	1	LS	\$ 2,547.24

15	Sod/Vegetation Restoration – Sod all disturbed areas and slopes immediately after final grading; match existing sod type; maintain until acceptance. (General Notes).	1	LS	\$ 2,457.00
16	Materials Testing & QA/QC – Densities/stability/thickness for subgrade, base, asphalt at stated frequencies; submit all results (pass/fail). (General Notes).	1	LS	\$ 1,755.00
17	Final As-Built Survey & Documentation. As stated on Sheet C-2 of the plans.	1	LS	\$ 1,755.00
18	Permitting & Administration – City R/W Utilization Permit and any local agency permits; comply with permit conditions. As needed.	1	LS	\$ 2,632.50
19	Final Cleaning & Closeout – Remove temporaries, restore access, ensure drainage performance, punch-list completion.	1	LS	\$ 1,555.00

Total Amount of Bid

\$ 99,167.50

Ninety-Nine Thousand, One Hundred Sixty-Seven Dollars and Fifty Cents (spelled out)

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.

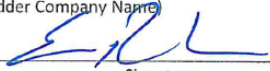
1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

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 14, 2026

Title: Vice President



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 14, 2026

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14th day of May, 2026 by 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 14, 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 Const., 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 14, 2026

Signed: 

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

Name: Eric Rush

Title: Vice President

Sworn to (or affirmed) and subscribed before me this 14th day of May, 2026, by Eric Rush.



JAMIE WRIGHT
Commission # HH 537636
Expires June 11, 2028


Jamie Wright Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known ✓

OR Produced Identification

Type of Identification Produced



Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: ITB-SWE-26-34 **19 CENTRAL PLACE – PIPE REPLACEMENT**

Date: 6/1/2026

Appeal Deadline: Appeals must be filed by 5:00 PM on 6/3/2026

Firm	Bid
S.E. Cline Construction, Inc. Palm Coast, FL	\$99,167.50
All State Civil Construction, Inc. Daytona Beach, FL	\$197,031.44
Hazen Construction Inc. New Smyrna Beach, FL	\$208,090.00
Masci General Contractor, Inc. Port Orange, FL	\$1,413,963.00
Murphy Pipeline Contractors, LLC Sunrise, FL	Non-Responsible (Missing requested license)

The intent of the City of Palm Coast is to award ITB-SWE-26-34 to 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: Christinne Foschaar, Procurement Coordinator, at cfoschaar@palmcoastgov.com.



please recycle

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-26-34 - 19 CENTRAL PLACE – PIPE REPLACEMENT

Project Overview

Project Details	
Reference ID	ITB-SWE-26-34
Project Name	19 CENTRAL PLACE – PIPE REPLACEMENT
Project Owner	Christinne Foschaar
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The City of Palm Coast requires a qualified Contractor to furnish all labor, materials, equipment, supervision, permitting, traffic control, and incidentals necessary for the completion of the 19 Central Place – Pipe Replacement (S 149 1 & S 149 2) project for the City of Palm Coast.
Open Date	Apr 22, 2026 8:00 AM EDT
Intent to Bid Due	May 13, 2026 2:00 PM EDT
Close Date	May 14, 2026 2:00 PM EDT

Awarded Suppliers	Reason	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 14, 2026 2:01 PM EDT	Christinne Foschaar
Section 00200, Forms A-F, and Bidder Bid Form	May 14, 2026 2:01 PM EDT	Christinne Foschaar
Construction Forms 5 & 6	May 14, 2026 2:01 PM EDT	Christinne Foschaar
Bid Form A Bid Schedule (2 pages)	May 14, 2026 2:01 PM EDT	Christinne Foschaar
Bid Security	May 14, 2026 2:01 PM EDT	Christinne Foschaar
Section 00100, Form C Financial Statements	May 14, 2026 3:38 PM EDT	Christinne Foschaar
Addendum 1 (Signed and Dated)	May 14, 2026 2:01 PM EDT	Christinne Foschaar
Licenses (General Contractor and Underground Utility)	May 14, 2026 2:01 PM EDT	Christinne Foschaar
Addendum 2 (Signed and Dated)	May 14, 2026 2:01 PM EDT	Christinne Foschaar
Addendum 3 (Signed and Dated)	May 14, 2026 2:01 PM EDT	Christinne Foschaar



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 18, 2026 7:13 AM EDT	No
Carmelo Morales	May 26, 2026 11:13 AM EDT	No
Sina Vedadi Moghadam	May 14, 2026 2:04 PM EDT	No
Michael Vespucci	May 14, 2026 4:54 PM EDT	No
Christinne Foschaar	May 14, 2026 2:02 PM EDT	No
John Prior	May 18, 2026 9:59 AM EDT	No
Carlos Dominguez Brito	May 15, 2026 8:46 AM EDT	No



Project Criteria

Criteria	Points	Description
Administrative Review	Pass/Fail	All documents completed and submitted as requested
Admin Review Addenda	Pass/Fail	Ensure Addenda (If Issued) are returned signed/dated
Technical Review Qualification 00100	Pass/Fail	Review Qualification Forms A-L & References
Technical Review Construction Forms	Pass/Fail	Review Construction Forms 5 & 6
Technical Review Bid Forms 00200	Pass/Fail	Review Bid Forms 00200 A-F
Admin Financial Review	Pass/Fail	Review for Fiscal Solvency
Admin Bid Form Pricing Review	100 pts	Direct Price Entry
Admin Alternative Bid Form Pricing Review	0 pts	Direct Price Entry
Total	100 pts	

Scoring Summary

Active Submissions

	Total	Administrative Review	Admin Review Addenda	Technical Review Qualification 00100	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
All State Civil Construction, Inc.	50.33 pts	Pass	Pass	Pass	Pass
Hazen Construction	47.66 pts	Pass	Pass	Pass	Pass
Masci General Contractor, Inc.	7.013 pts	Pass	Pass	Pass	Pass

	Technical Review Bid Forms 00200	Admin Financial Review	Admin Bid Form Pricing Review	Admin Alternative Bid Form Pricing Review
Supplier	Pass/Fail	Pass/Fail	/ 100 pts	/ 0 pts
S.E. Cline Construction, Inc.	Pass	Pass	100 pts (\$99,167.50)	0 pts (\$99,167.50)
All State Civil Construction, Inc.	Pass	Fail	50.33 pts (\$197,031.44)	0 pts (\$192,176.87)
Hazen Construction	Pass	Pass	47.66 pts (\$208,090.00)	0 pts (\$196,869.00)
Masci General Contractor, Inc.	Pass	Pass	7.013 pts (\$1,413,963.00)	0 pts (\$1,402,790.00)

Eliminated Submissions

	Administrative Review	Admin Review Addenda	Technical Review Qualification 00100	Technical Review Construction Forms	Technical Review Bid Forms 00200
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Murphy Pipeline Contractors	Fail	Pass	Mixed	Pass	Pass

	Admin Financial Review	Admin Bid Form Pricing Review	Admin Alternative Bid Form Pricing Review
Supplier	Pass/Fail	/ 100 pts	/ 0 pts
Murphy Pipeline Contractors	Pass	100 pts (\$254,681.15)	-

Reason

Supplier	Disqualified by	Reason
Murphy Pipeline Contractors	Christinne Foschaar	Non-responsible, missing General Contractor license

City of Palm Coast, Florida Agenda Item

Agenda Date: July 7, 2026

Agenda Item:
G.1

Department	UTILITY	Amount	\$3,639,123.00
Division	UTILITY CAPITAL CME	Org/Account #	54049082-063000-82012
Subject: RESOLUTION 2026-XX APPROVAL OF A CMAR GUARANTEED MAXIMUM PRICE - 2 (GMP-2) FOR GROUND IMPROVEMENTS FOR THE WASTEWATER TREATMENT FACILITY NO. 1 EXPANSION PROJECT			
Presenter: Brian Roche, Director of Utility			
Attachments: 1. Resolution 2. Wharton-Smith Proposal			
Background: Council Priority: D. Sustainable Environment and Infrastructure Wastewater Treatment Facility No. 1 (WWTF #1), located at 26 Utility Drive, utilizes an activated sludge treatment process and currently treats approximately 6.83 million gallons per day (MGD). The facility underwent major upgrades in 1994 and 2006. WWTF #1 serves customers located between U.S. Highway 1 and the City's eastern limits and processes approximately 75% of the City's total wastewater flow. To meet current and future capacity needs, the City is undertaking an expansion of WWTF #1 through a Construction Manager at Risk (CMAR) delivery method with Wharton-Smith, Inc. The expansion project will increase the facility's treatment capacity by an additional 4.0 MGD. The proposed design maximizes the use of the existing site while incorporating advanced wastewater treatment technologies. On July 15, 2025, the City Council awarded a CMAR contract to Wharton-Smith, Inc. in the amount of \$1,176,125 for pre-construction services. This contract was intended to be followed by a series of Guaranteed Maximum Price (GMP) agreements for construction. On April 7, 2026, the City Council approved GMP-1 in the amount of \$5,713,585 for construction of electrical upgrades associated with the WWTF #1 expansion. The overall expansion project is being implemented in phases identified as GMP-1, GMP-2, and GMP-3. In addition to the Wharton-Smith contracts, the Capital Improvement Project (CIP) budget includes separate			

agreements with CPH, Inc., the project design engineer, as well as a future construction management services agreement.

This proposed GMP-2 includes a ground improvement package necessary to prepare subsurface conditions for the construction of planned facility structures.

This scope of work includes the installation of vibro-replacement stone columns to improve soil conditions and provide foundational support for structures included in the WWTF #1 Expansion Project. This work will enhance soil bearing capacity, reduce the potential for settlement, and provide the stabilization necessary to support the proposed facility improvements.

Wharton-Smith, Inc. has submitted GMP-2 in the amount of \$3,639,123 for this work.

Source of Funds Worksheet

FY26

Original Budget: \$20,000,000.00

Total Expended/Encumbered to Date: \$0

Pending Work Orders.Contracts: \$0

Current (WO/Contract): \$1,000,000.00

Balance: \$19,000,000.00

FY27 PROPOSED BUDGET

Original Budget \$68,000,000.00

Total Expended/Encumbered to Date: \$0.00

Pending Work Orders.Contracts: \$0.00

Current (WO/Contract): \$2,639,123.00

Balance: \$65,360,877.00

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVAL OF A CMAR GUARANTEED MAXIMUM PRICE - 2 (GMP-2) FOR GROUND IMPROVEMENTS FOR THE WASTEWATER TREATMENT FACILITY NO. 1 EXPANSION PROJECT

**RESOLUTION 2026-
WWTF 1 GROUND IMPROVEMENTS**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PALM COAST, FLORIDA, APPROVAL OF A CMAR
GUARANTEED MAXIMUM PRICE - 2 (GMP-2) FOR GROUND
IMPROVEMENTS FOR THE WASTEWATER TREATMENT
FACILITY NO. 1 EXPANSION PROJECT: PROVIDING
LEGISLATIVE AND ADMINISTRATIVE FINDINGS;
PROVIDING FOR FUTURE AMENDMENTS; PROVIDING
FOR SEVERABILITY; PROVIDING FOR CONFLICTS;
PROVIDING FOR IMPLEMENTING ACTIONS; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Wharton-Smith, Inc., desires to provide construction management services for the Wastewater Treatment Facility No. 1 ground improvements for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve services for the above-mentioned project for 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 AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the guaranteed maximum price contract amendment with Wharton-Smith, Inc., for construction management services for the Wastewater Treatment Facility No. 1 for ground improvements as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to the guaranteed maximum price contract amendment 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 guaranteed maximum price contract amendment on behalf of the City for any other changes that may be necessary.

SECTION 4. 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 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 7th day of July 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" WWTF 1 GMP 2 Ground Improvements

The City of Palm Coast WWTF No. 1 Expansion GMP-2 Ground Improvements



Guaranteed Maximum Price

Issued: 4/30/26

Presented by Wharton-Smith (CMAR)



Wharton-Smith Contact:

Josh Burns – Project Executive

jburns@whartonsmith.com

Engineer: CPH

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Section 3 – Bid Evaluations

Section 4 – Risk Register

Section 5 – Construction Schedule

SECTION 1 – EXECUTIVE SUMMARY

April 30, 2026

Ms. Nancy Thakkar
Utility Project Manager II
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Palm Coast WWTF No. 1 Expansion
GMP-2 Ground Improvements

Dear Ms. Thakkar:

Wharton-Smith is pleased to submit the Guaranteed Maximum Price for the WWTF No. 1 Expansion, GMP-2 Ground Improvements project. Our current construction schedule along with a comprehensive breakdown of material, equipment, subcontractor, and labor is provided in the supporting documentation following this letter. The GMP for this scope of work is valued at **\$3,639,123**.

Please note the following clarifications regarding this proposal:

1. All work is in accordance with CPH's Wastewater Treatment Facility No. 1 Expansion GMP-2 plans and technical specifications, 90% Progress Set, dated February 3, 2026, inclusive of Addenda 1, 2, and 3.
2. Please refer to Section 2 for the GMP Cost Summary, Directs and General Conditions which shall be considered lump sum.
3. Bid evaluations for the ground improvement work package have been included in Section 3 along with the proposal from the recommended bidder.
 - a. The recommended Vibro Replacement contractor is subject to approval by the Engineer of Record.
4. The contingency and allowances carried within this GMP is reflective of the proposed Risk Register included in Section 4.
5. Our current estimated duration of construction is eighteen (18) weeks for the scope of work. We have included project management staff that is appropriate for this project. Please reference the enclosed current construction schedule in Section 5.
6. We have the following clarifications for the team's review and consideration:
 - a. We have included an allowance of \$20,000 for vibration monitoring
 - b. We have included an allowance of \$35,000 for independent testing.
 - c. We have included an allowance of \$100,000 for Wharton-Smith self-perform assistance and maintenance support.
 - d. We have included a performance and payment bond and insurance.
 - e. No building permits are assumed to be required for this scope of work. Should any permits be necessary, all associated fees will be paid directly by the Owner.
 - f. It is assumed that Palm Coast will provide power and water for use during construction activities at no cost to the project.
 - g. All pricing (Labor, Materials, Equipment, Subcontract) is based on current market value from the day of the bid with no escalation or inflation adjustments unless otherwise noted.

- h. The duration of material lead times are based on current market conditions.
- i. The Risk Register includes an allowance for Escalations.
- j. No delegated design for permanent installations has been included in this GMP, except as required by Section 02950 – Vibro Replacement (Stone Columns) for Ground Improvement.
- k. Builder's Risk insurance for the full 4MGD Expansion project is carried within this GMP. This policy covers the complete scope of the 4MGD Expansion and is not limited to the GMP-2 ground improvement work package alone.

Upon review, I am available to discuss at your earliest convenience.

Regards,



Josh Burns

Project Executive

Wharton Smith, Inc.



SECTION 2 – COST SUMMARY



CITY OF PALM COAST - PALM COAST WWTF NO. 1 EXPANSION
GMP 2 - GROUND IMPROVEMENT
4/30/2026

COST SUMMARY

		LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
Total Direct Costs		\$ 8,045	\$ -	\$ 7,811	\$ 2,805,440	\$ 2,821,296
Total GC's		\$ 76,523	\$ -	\$ -	\$ 9,250	\$ 85,773
Owner's Allowance					\$ -	\$ -
Contingency (Risk Register)					\$ 363,213	\$ 363,213
CONSTRUCTION COSTS		\$84,568	\$0	\$7,811	\$3,177,903	\$3,270,282
Bond					\$ 27,604	\$ 27,604
Insurance					\$ 40,758	\$ 40,758
Fee	9.0%				\$ 300,478	\$ 300,478
TOTAL PROJECT COST		\$84,568	\$0	\$7,811	\$3,546,743	\$3,639,123



CITY OF PALM COAST - PALM COAST WWTF NO. 1 EXPANSION
GMP 2 - GROUND IMPROVEMENT
4/30/26

			COST OF WORK				
DESCRIPTION	QTY	UOM	LABOR	EQUIPMENT	MATERIALS	SUBS	\$ TOTALS
			\$ AMOUNT	\$ AMOUNT	\$ AMOUNT	\$ AMOUNT	
GENERAL REQUIREMENTS DIVISION 0							\$ 2,416,356
GENERAL REQUIREMENTS SUMMARY	1	LS	\$ 8,045	\$ -	\$ 7,811	\$ 2,400,500	\$ 2,416,356
BID PACKAGES							\$ 404,940
Ground Improvement Package	1	LS	\$ -	\$ -	\$ -	\$ 404,940	\$ 404,940
TOTAL DIRECT COST			\$ 8,045	\$ -	\$ 7,811	\$ 2,805,440	\$ 2,821,296



Wharton-Smith, Inc.

CONSTRUCTION GROUP

JOB NAME:PALM COAST WWTF NO. 1 EXPANSION

ESTIMATE #:0

GENERAL REQUIREMENTS	DURATION =	0 DIRECT MANHOURS			0	MANWEEKS									
		2	MONTHS, PLANNED	0	MEN										
DESCRIPTION	QTY	UNIT	MH/ UNIT	BASE RATE	LABOR		HR/UNIT	EQUIPMENT		MATERIAL			SUBCONTRACTS		\$ TOTALS
					U/P	TOTAL MH		\$ AMOUNT	RATE	\$ AMOUNT	U/P	\$ AMOUNT	\$ AMOUNT	U/P	
W/ 7% TAX															
TEMP.FACILITIES & UTILITIES															
WATER, INSTALL AND REMOVE TEMPORARY SYSTEM	1	LS	120	\$52.00	\$6,240.00	120	\$6,240			\$0.00	\$5,000.00	\$5,000	\$5,350	\$0	\$11,590
WATER, MONTHLY	2	MO		\$52.00	\$0.00	0	\$0			\$0.00	\$150.00	\$300	\$321	\$0	\$321
TEMPORARY TOILETS - 1 REQUIRED	2	MO		\$52.00	\$0.00	0	\$0			\$0.00	\$250.00	\$500	\$535	\$0	\$535
SAFETY & HEALTH & HOUSEKEEPING															
CLEAN-UP THROUGHOUT DURATION OF PROJECT	9	WK	4	\$52.00	\$208.00	35	\$1,805			\$0.00		\$0	\$0	\$0	\$1,805
DUMPSTERS	2	MO		\$52.00	\$0.00	0	\$0			\$0.00	\$500.00	\$1,000	\$1,070	\$0	\$1,070
PERMITS, FEES, INSURANCE, LEGAL, ETC.															
BUILDER'S RISK INSURANCE- OVER \$100M	1	LS		\$52.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$2,375,000.00	\$2,375,000
PROJECT DOCUMENTATION AND SERVICES															
PHOTOGRAPHS	2	MO		\$52.00	\$0.00	0	\$0			\$0.00	\$250.00	\$500	\$535	\$0	\$535
PRE-CONSTRUCTION AUDIO-VIDEO DOCUMENTATION	1	LS		\$52.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$2,500.00	\$2,500
INDEPENDENT TESTING SERVICES	1	LS		\$52.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$3,000.00	\$3,000
REGISTERED SURVEYOR SERVICES	1	LS		\$52.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$20,000.00	\$20,000
TOTAL GENERAL REQUIREMENTS						155	\$8,045			\$0		\$7,300	\$7,811	\$2,400,500	\$2,416,356



Wharton-Smith, Inc.
CONSTRUCTION GROUP

JOB NAME:	PALM COAST WWTF NO. 1 EXPANSION					
ESTIMATE #:	0					

GENERAL CONDITIONS																
DESCRIPTION	QTY	UNIT	MH/ UNIT	BASE RATE	LABOR			HR/UNIT	EQUIPMENT		MATERIAL			SUBCONTRACTS		\$ TOTALS
					U/P	TOTAL MH	\$ AMOUNT		RATE	\$ AMOUNT	U/P	\$ AMOUNT	\$ AMOUNT	U/P	\$ AMOUNT	
PROJECT MANAGEMENT TEAM	W/ 7% TAX															
FIELD STAFF																
Superintendent	9	WK	40	\$165.00	\$6,600.00	347	\$57,288			\$0.00		\$0	\$0		\$0	\$57,288
OFFICE STAFF				\$0.00												
Senior Project Manager	9	WK	8	\$176.00	\$1,408.00	69	\$12,221			\$0.00		\$0	\$0		\$0	\$12,221
Project Engineer	9	WK	8	\$101.00	\$808.00	69	\$7,013			\$0.00		\$0	\$0		\$0	\$7,013
RELATED MANAGEMENT COSTS																
Software Costs	1	LS		\$52.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$9,250	\$9,250	\$9,250
TOTAL GENERAL CONDITIONS						486	\$76,523	\$0			\$0	\$0	\$9,250		\$9,250	\$85,773



SECTION 3 – BID EVALUATION

Bid Evaluation and Comparison Sheet

Bid Package #:

1

Bid Package:

Ground Improvements

Project

N Palm Coast WWTF No. 1 Expansion

Owner:

City of Palm Coast

Bid Date:

04/16/26

[Pricing Summary](#)

	Menard	Geotek	Keller	Geopier/ Tensar International Corporation/Peter		
	Craig Anstett, P.E.	Ghassan Akrouh, P.E.	Trey Davis, P.E.	Trey Pippin, P.E.		
	813-909-8000	813-833-1295	813-884-3441	865-771-0484		
	813-241-7418	813-776-6664				
	craig.anstett@menardusa.com	gakrouh@geotek-co.com	trdavis@keller-na.com	trey.pippin@cmc.com		
Total Adjusted Bid:		\$ 927,180.00	\$ 404,940.00	\$ 1,695,100.00	\$ 391,880.00	\$ -
Base Bid Line Items						
Item No:	Brief Description	Qty	Unit	Unit Cost	Total	Unit Cost
1.	Design and Submittal Package	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 10,000.00
2.	Mobilization and General Requirements	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 22,000.00
3.	BNR Tank-Stone Column Improvements	1	LS	\$ 383,532.00	\$ 383,532.00	\$ 140,000.00
4.	CCC Tank-Stone Column Improvements	1	LS	\$ 58,337.00	\$ 58,337.00	\$ 20,000.00
5.	Digester Tank-Stone Column Improvements	1	LS	\$ 151,860.00	\$ 151,860.00	\$ 90,000.00
6.	Clarifiers 1-4	1	LS	\$ 281,271.00	\$ 281,271.00	\$ 115,000.00
7.	Payment and Performance Bond	1	LS	\$ 9,180.00	\$ 9,180.00	\$ 7,940.00
Bid Alternates						
Item No:	Brief Description	Qty	Unit	Unit Cost	Total	Unit Cost
1.	Design and Submittal Package	1	LS		\$ -	\$ -
2.	Mobilization and General Requirements	1	LS		\$ -	\$ -
3.	BNR Tank-Rigid Inclusion Improvements	1	LS		\$ -	\$ -
4.	CCC Tank-Rigid Inclusion Improvements	1	LS		\$ -	\$ -
5.	Digester Tank-Rigid Inclusion Improvements	1	LS		\$ -	\$ -
6.	Clarifier 1-4	1	LS		\$ -	\$ -
7.	Payment and Performance Bond	1	LS		\$ -	\$ -
Base Bid Subtotal:				\$ 927,180.00	\$ 404,940.00	\$ 1,695,100.00
Bid Alternate Total:				\$ -	\$ -	\$ -
Total Bid:				\$ 927,180.00	\$ 404,940.00	\$ 1,695,100.00
Bid Form Requirements						
Bid Form Requirements						
Acknowledged Addenda						
Clarifications / Exceptions						
Value Engineering Proposal						
Item No:	Scheduled Lead Times for Deliverables and Construction	Calendar Days to Complete		Calendar Days to Complete		Calendar Days to Complete
1.	Submittal and Design Package	6 weeks		14		21
2.	Lead Time for Mobilization	4 weeks		28		21
3.	Grounds Improvements via Stone Columns	6-7 weeks		42		30
4.	Grounds Improvements via Rigid Inclusions (Alternate)			NA		NA
Grant Funding Compliance						
Base Bid is in compliance with Davis-Bacon Requirements (Circle One):						
Base Bid is in compliance with AIS Requirements (Circle One):						
Post Bid Adjustments						
Item No:	Value Engineering	Qty	Unit	Unit Cost	Total	Unit Cost
1.		1	EA		\$ -	\$ -
2.		1	EA		\$ -	\$ -
3.		1	EA		\$ -	\$ -
4.		1	EA		\$ -	\$ -
Item No:	Bid Review Corrections/Adjustments	Qty	Unit	Unit Cost	Total	Unit Cost
1.		1	EA		\$ -	\$ -
2.		1	EA		\$ -	\$ -
3.		1	EA		\$ -	\$ -
4.		1	EA		\$ -	\$ -
Total Value Engineering Items:				\$ -	\$ -	\$ -
Bid Review Corrections / Adjustments:				\$ -	\$ -	\$ -
Total Adjusted Bid:				\$ 927,180.00	\$ 404,940.00	\$ 1,695,100.00

Recommend *Geotek* due to past performance, proximity to job, and risk profile.

Project : Palm Coast WWTF No. 1 Expansion – GMP 2

Bid Package No: **01**

Bid Package : **Ground Improvement Package**

To : Andrew Lanphier

Wharton-Smith, Inc.

watergmpbids@whartonsmith.com

Bidder Information:

Company: Geotek Construction, LLC

Contact Name: Ghassan Akrouch Title: President

Address: 8270 Woodland Center Blvd, Tampa, FL, 33614

Phone Number: 813-833-1295 Email: gakrouch@geotek-co.com

Bid Proposal Documentation Checklist (check all that apply):

☒ Bid Form	☒ Bid Schedule
☒ Licenses	☒ Sanctions and Litigation
☒ Proof of Bonding Capability	☐ Value Engineering Proposal
☒ Certificate of Insurance	☒ Clarifications

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the Construction Manager per the Agreement terms included in the Bid Documents.

2. Bidder accepts all the terms and conditions of the Bid Documents.

3. Bidder has examined copies of all the Bid Documents and the following addenda:

No.: <u>1</u>	Addendum Date: <u>March 17, 2026</u>	No.: <u>3</u>	Addendum Date: <u>April 6, 2026</u>
No.: <u>2</u>	Addendum Date: <u>March 23, 2026</u>	No.: <u></u>	Addendum Date: <u></u>

4. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.

5. Bidder has reviewed and understands the Project Schedule furnished in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and will meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution

of a Purchase Order or Subcontract Agreement.

8. The total base bid includes all labor, material, equipment, taxes, overhead, profit, and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.
9. The bid pricing will be broken out as follows. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by the City of Palm Coast. The City of Palm Coast has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received.

BASE BID – STONE COLUMNS

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Design and Submittal Package	1	LS	\$ 10,000	\$ 10,000
2.	Mobilization and General Requirements	1	LS	\$ 22,000	\$ 22,000
3.	BNR Tank – Stone Column Improvements	1	LS	\$ 140,000	\$ 140,000
4.	CCC Tank – Stone Column Improvements	1	LS	\$ 20,000	\$ 20,000
5.	Digester Tank - Stone Column Improvements	1	LS	\$ 90,000	\$ 90,000
6.	Clarifiers 1-4	1	LS	\$ 115,000	\$ 115,000
7.	Payment and Performance Bond	1	LS	% 2%	\$ 7,940
				Total Bid:	\$ 404,940
(TOTAL BID AMOUNT WRITTEN IN WORDS): Four hundred and four thousands, and nine hundred and forty dollars					

ALTERNATE – RIDGID INCLUSIONS

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Design and Submittal Package	1	LS	\$	\$
2.	Mobilization and General Requirements	1	LS	\$	\$
3.	BNR Tank - Rigid Inclusion Improvements	1	LS	\$	\$
4.	CCC Tank - Rigid Inclusion Improvements	1	LS	\$	\$
5.	Digester Tank - Rigid Inclusion Improvements	1	LS	\$	\$
6.	Clarifier 1-4	1	LS	\$	\$
7.	Payment and Performance Bond	1	LS	%	\$
				Total Bid:	\$
(TOTAL BID AMOUNT WRITTEN IN WORDS):					

SCHEDULED LEAD TIMES FOR DELIVERABLE

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal and Design Package	<u>14</u>
2.	Lead Time for Mobilization	<u>28</u>
3.	Ground Improvements via Stone Columns	<u>42</u>
4.	Ground Improvements via Rigid Inclusions (Alternate)	<u>NA</u>

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

 _____ Signature	Ghassan Akrouh President _____ Print Name / Title	04/16/2026 _____ Date
---	---	-----------------------------

VIBRO REPLACEMENT PROPOSAL

Client: Wharton Smith Inc,
750 Monroe Rd
Sanford, FL, 32771

Attention: Andrew Lanphier

Reference: Vibro Replacement
Palm Coast WWTF No. 1 Expansion
Pak Coast, FL

Andrew,

Geotek Construction, LLC ("GeoTek") is pleased to submit this proposal for the Vibro Replacement (VR) and Compaction Grout scope of work on the above referenced project. This proposal is based upon the following:

1. Subsurface Investigation and Geotechnical Engineering prepared by Universal Engineering Sciences dated February 7, 2025.
2. Foundation drawings prepared by CPH Consulting, LLC dated 01/29/2026.
3. Vibro Replacement (VR) treatment for the below listed structures to achieve a soil bearing pressure of 1,400 psf while maintaining total and differential settlement within allowable limits of 1" and 1/2" respectively.
 - a. Biological Nutrient Removal Tank
 - b. Chlorine Contact Chamber
 - c. Sludge Digester Tanks
 - d. Clarifiers C-1, C-2, C-3, and C-4
4. Wet Top Feed VR installation method.
5. Predrilling to ensure Vibro Probe penetration.
6. All work before any structures are built
7. Working near existing grade

Our proposal **includes** the following:

1. Design package signed and sealed by a Professional Engineer registered in the State of Florida.
2. All labor, materials, and equipment for the VR scope of work.
3. Layout of all VR points with measuring tapes from center of column foundations, starting/ending points of wall foundations and corners of mat foundations **provided by others**.
4. Proposal valid for 60 days.

GeoTek proposes to perform the VR work described in this proposal in a single uninterrupted and unobstructed mobilization for a lump sum price of **\$397,000** with an approximate duration of **6 weeks** after full mobilization to the site using 1 rig, working 5 to 6 days per week and 10 hours shift.



Material Prices: This lump sum price is based on current material and fuel prices. GeoTek shall be reimbursed for all increases in the cost of material or delivery as of the date of installation plus 15% overhead and profit.

Attachments: Attached to this proposal are:

- Appendix A: Qualifications Letter
- Appendix B: Sections & Litigation
- Appendix C: List of Subcontractors
- Appendix D: MBE/WBE/DBE Participation
- Appendix E: Licenses
- Appendix F: Certificate of Insurance
- Appendix G: Proof of Bonding Capacity

Our proposal **excludes** the following and will require these to be provided/performed by others:

1. All permits, regulation compliance, etc....
2. Clear, grub, and strip the site.
3. Remove debris from any existing structure (s) and utilities prior to the start of the VR work.
4. Locate, relocate, protect, or remove underground and overhead utilities. All VR work must be a minimum of 20 feet from existing power lines.
5. Protection of existing structures. This includes preconstruction surveys, isolation trenches, vibration monitoring and other measures needed. In the event of vibrations exceeding tolerable limits, GeoTek will move to a different area of the site to allow the project team to determine the appropriate course of action.
6. Prepare and maintain a dry, firm, and level work platform for GeoTek rigs and equipment with adequate uninterrupted access for GeoTek and its supplier's equipment and material trucks operating under their own power.
7. Provision of a fire hydrant type water source (± 125 gpm at 75 psi) within 500 feet of GeoTek work area (hydrant meter and water cost by others).
8. Haul off or reuse of soils generated from the VR/drilling process.
9. Control of water created by VR construction process (berms, ditches, dewatering, etc....).
10. Regrade and surface compaction of the site following the completion of the VR work.
11. Load Test, Standard Penetration Tests (SPT), or Cone Penetration Test (CPT), if required, to measure the improvement of the clean granular soils.
12. Any required 3rd Party testing and inspection including monitoring of the VR work.
13. Handle of any contaminated and/or hazardous substances.
14. Pollution liability insurance.

General Conditions:

1. Our price does not include payment or performance bond. A 100% payment and performance bond can be provided for an additional 2% of the contract amount.
2. Progress payments will be submitted monthly and shall be payable within 30 days of the invoice date. All other amounts due, including retention, shall be paid in full within 45 days of substantial completion of GeoTek's work, regardless of the anticipated project completion date.
3. Standby rate is defined as anytime GeoTek crews are on site and encounter work interruptions which are not the fault of and/or beyond the control of GeoTek. Hourly basis at the standby rate of \$800 per hour. More than 4 hours is charged at the daily rate of \$6,400.

GeoTek appreciate the opportunity to provide this proposal to you and look forward to working with you on this project. Please feel free to contact us to discuss any questions you may have.

Sincerely,

Geotek Construction, LLC



Ghassan Akrouh, Ph.D., P.E.
President | Chief Engineer



Michael K. Simpson, MS, PE
Sr. Project Manager

Appendix A – Qualifications Letter

Project Team & Organizational Structure

The project will be executed using a Design-Build approach with a dedicated team experienced in ground improvement and specialty foundation systems.

Key Personnel:

- **Ghassan (Gus) Akrouh – Principal / Design Engineer**
Overall responsibility for project execution, client coordination, and ensuring performance requirements are met. Provides technical oversight and strategic direction. Leads the design of the ground improvement system, including analysis, calculations, and preparation of signed and sealed submittals.
- **Michael Simpson – Project Manager**
Responsible for day-to-day project management, scheduling, coordination with the client and design team, submittals, and cost control.
- **Zachry Kilpatrick / Robert Torres – Field Superintendent | QA/QC**
Oversees field operations, crew management, safety compliance, and quality control during installation. Responsible for inspection, testing coordination, documentation, and verification of installation parameters.

Organizational Structure:

The project will follow a streamlined reporting structure:

- Principal → Project Manager → Field Superintendent → Crew
- Design Engineer works in coordination with Project Manager and Client/Engineer of Record
- QA/QC reports to Project Manager and supports both field and design teams

This structure ensures clear communication, accountability, and efficient execution.

Relevant Project Experience (3–5 Projects)

Project 1: North Florida Mega Industrial Park

Location: Lake City, FL

General Contractor: Wharton Smith, Inc.

General Contractor Contact: Travis Cassella, (904) 699-3253, tcassella@whartonsmith.com

Project Description:

Design and Installation of a ground improvement system consisting of Vibro Replacement and Rigid Inclusion for 2 large tanks

Actual Construction Cost: \$433,000

Completion Date: October 2023

Project 2: Belleview WRF Expansion**Location:** Belleview, FL**General Contractor:** Wharton Smith, Inc.**General Contractor Contact:** Danny Jenkins, (904) 521-8083, djenkins@whartonsmith.com**Project Description:**

Design and Installation of a Vibro Replacement ground improvement system for 2 large tanks.
Grouting for sinkholes

Actual Construction Cost: \$562,000**Completion Date:** October 2025

Project 3: Haines City WWTP Expansion**Location:** Haines City, FL**General Contractor:** Vogel Bros Building Co.**General Contractor Contact:** Christian Spires, (863) 646-5078, cspires@vogelbldg.com**Project Description:**

Design and Installation of Rigid Inclusion system for the construction of a new tank

Actual Construction Cost: \$118,850**Completion Date:** December 2025

Project 4: Southeast Regional Water Reclamation Center**Location:** Haines City, FL**General Contractor:** PC Construction**General Contractor Contact:** Nicholas Leclerc, (386) 387-1870, NLeclerc@pcconstruction.com**Project Description:**

Design and Installation of Helical Piles to support a new tank

Actual Construction Cost: \$335,149**Completion Date:** July 2025

Project 5: Woodfield Mariner Street**Location:** Tampa, FL**General Contractor:** CBG Building Company**General Contractor Contact:** David Citro, (813) 560-6634, david.citro@cbgbc.com**Project Description:**

Design and Installation of Vibro Replacement and Rigid Inclusions Ground Improvement System

Actual Construction Cost: \$1,574,502**Completion Date:** August 2025

GHASSAN AKROUCH, PH.D., P.E.

PRESIDENT | CHIEF ENGINEER

**Registration/
Certifications**

Professional Engineer: Florida, Georgia, South Carolina, North Carolina
General Contractor: Florida
Concrete Contractor: South Carolina

Education

Ph.D. in Civil Engineering, Texas A&M University, College Station, TX, 2014

- Field of Study: Geotechnical Engineering
- Dissertation: "Energy Piles in Cooling Dominated Climates"

M.E. in Civil Engineering, Texas A&M University, College Station, TX, 2011

- Field of Study: Geotechnical Engineering
- Dissertation: "Laterally Loaded Piles Under Dynamic Loads"

M.E. in Civil Engineering, Lebanese University, Beirut, Lebanon, 2009

- Field of Study: Structural Engineering
- Dissertation: "Geotechnical and Structural Design of Oluwa Bridge"

**Area of
Expertise****Ground Improvement**

Vibro-Replacement
Vibro-Compaction
Compaction Grouting
Rigid Inclusions
Soil Mixing

Earth Retention

Retaining Structures
Sheet Piles
Soldier Beam and Lagging
Tie Back Anchors
Soil Nailing

Structural Support

Shallow Foundation
Deep Foundation
Micropiles
Auger Cast Piles
Energy Piles

Affiliations

American Society of Civil Engineers, ASCE
Geo-Institute
Deep Foundation Institute



8270 Woodland Center Blvd, Tampa, FL, 33614

www.geotek-co.com

+1 (813) 776-6664

info@geotek-co.com

Professional Experience

- 2022 – Present Owner | President**
Geotek Construction, LLC
Ground Improvement and Deep Foundation Design-Build Contractor
- 2018 – 2022 Area Manager | Chief Engineer**
Earth Tech, LLC
- Area Manager for Earth Tech in Georgia, USA
 - Chief Engineer Responsible for geotechnical design and quality control of ground improvement, earth retention and Micropile systems, research and development for existing and new technologies, assisting with Earth Tech marketing and business development in the Southern Region.
 - Design engineer and Project Manager for major/notable ground improvement projects such as:
 - GDOT I-75 Widening/Reconstruction from SR 331 to I-285-Atlanta,GA – Aggregate Piers and Rigid Inclusions for 35 ft. high MSE Walls and Embankment
 - Ridge Road Expansion Phase 1 in Pasco County, FL – Rigid Inclusions for MSE Wall and Embankment over 20 ft. of muck and organics
 - Engineer of Record for over 100 ground improvement and deep foundation projects
- 2014 - 2018 Lead Ground Improvement Engineer**
Keller - Tampa, FL
- Lead Engineer Responsible for geotechnical design and quality control of ground improvement, earth retention and Micropile systems, research and development for existing and new technologies, design and implementation of instrumentation and load testing for ground improvement and Micropile projects, assisting with Keller marketing and business development in Florida.
 - Lead engineer for major/notable projects such as:
 - Hidden Harbor, Ft. Myers, FL - Mass Soil Mixing to globally stabilize a mechanically stabilized earth (MSE) built adjacent to a lake.
 - Boeing Decorative Paint Facility, Charleston, SC - Hybrid Earth Retention System (Mass soil mixing gravity and cantilever walls, anchored and internally braced sheet pile walls).
 - Sister's Creek, Jacksonville, FL - Rigid Inclusion supported high embankment (10 m.) over loose soils.
 - Engineer of Record for over 100 Ground Improvement, Earth Retention, and Deep Foundation projects

2008 - 2010

Design Engineer

International Institute for Geotechnics and Materials - Beirut, Lebanon

- Responsible for geotechnical and structural design of shallow foundations, deep foundations, structural support, tie-back and tie-down anchors, soil nails, and reinforced and non-reinforced slope stability systems.
- Lead engineer for major/notable projects such as:
 - Oluwa Bridge, Oluwa State, Nigeria - Design of drilled shafts foundation system for Oluwa Bridge, Nigeria.
 - Glover 13, Gerard 6, Nipost, Gerard 46, and Banana Residence II, Lagos, Nigeria - Design of CFA piles foundation system for residential towers.
 - Trabaud #1804, Ashrafieh, Lebanon – Structural and Geotechnical design of excavation support system for 80 ft. excavation in an urban environment
 - Saifi Attics, Ashrafieh, Lebanon – Structural and Geotechnical design of excavation support system for 70 ft. excavation in an urban environment

Publications

Journal Papers

- **Akrouch G.A.**, Sanchez M., and Briaud, J-L. (2014). "Thermo-Mechanical Behavior of Energy Piles in High Plasticity Clays". Acta Geotechnica, (available online: April 2014). DOI: 10.1007/s11440-014-0312-5.
- **Akrouch G.A.**, Briaud J.L., Sanchez M., and Yilmaz R. (2013). "Thermal Cone Test to Determine Soil Thermal Properties". Journal of Geotechnical and Geoenvironmental Engineering ASCE.
- **Akrouch G.A.**, Sanchez M., and Briaud, J-L., "An Experimental Analytical and Experimental Study on the Thermal Efficiency of Energy Piles in Unsaturated Soils". Computer and Geotechnics

Keynote and Invited Conference Papers

- **Akrouch G.A.**, Briaud J.L., and Sanchez M. (2013). Energy piles for heating and cooling purposes. Proceedings of the 5th International Young Geotechnical Engineers' Conference, Vol. 2, pp. 161 - 164, Paris, France.
- **Akrouch G.A.**, Briaud J.L. and Sanchez M. (2014). "Energy Piles in Cooling Dominated Climate". Invited Lecture: 7th International Congress on Environmental Geotechnics. Melbourne, Australia. 10th to 14th Nov. 2014.

- Publications**
(Continued)
- Sanchez M., **Akrouch G.A.**, and Briaud J.L. (2014). "Energy Piles in Cooling Dominated Climates". Invited Lecture: Geo-San Antonio 2014 - Geotechnical Topics in the Energy Sector. Organized by the Geo-Institute Texas and San Antonio Chapters. The Universidad of Texas at San Antonio, 14th Mar. 2014.
 - **Akrouch G.A.**, Sánchez, M., and Briaud, J. (2015) Effect of the Unsaturated Soil Condition on the Thermal Efficiency of Energy Piles. IFCEE 2015: pp. 1618-1627. doi: 10.1061/9780784479087.146

Books

- **Akrouch G.A.**, Sanchez M. and Briaud J.L. (2013). Chapter 9, Title: "Energy Geo-structures in Cooling-Dominated Climates". Book title: "Energy geo-structures: innovation in underground engineering". Editor: Lyesse Laloui and Alice Di Donna. Publisher Wiley. ISBN: 9781848215726. Pp 175-190.
- Arson C.; Berns E., **Akrouch G.A.**, Sanchez M. and Briaud J-L. (2013). Chapter title: "Heat Propagation around Geothermal Piles and Implications on Energy Balance" Book title: "Materials and processes for energy: communicating current research and technological developments". Editor: A. Méndez-Vilas. Publisher: Formatex Research Center. ISBN (13): 978-84-939843-7-3. Pp: 628-635

Michael K. Simpson, MS, PE
Sr. Manager – Ground Improvement

Education

Master of Science – Civil Engineering, Auburn University, 2003
Bachelor of Science – Civil Engineering, Auburn University, 2001

Summary

Extensive experience in geotechnical engineering and geotechnical construction.

Professional Experience

2023 to Present

Sr. Project Manager – Ground Improvement
Geotek Construction, LLC
Tampa, FL

2022 to 2023

Sr. Manager – Ground Improvement
Michels Construction, Inc.
Indianapolis, IN

Sample projects:

- **Forensics & Coroners Office, Indianapolis, IN** – Aggregate Piers to reinforce undocumented fills for support of foundations and slabs for a 2-story office building.
- **Blue Oval SK Bldgs. GE2 & TE1-2, Glendale, KY** – Aggregate Piers and Rigid Inclusions to reinforce loose sands and soft silts/clays to provide allowable bearing capacities of 1,000 to 2,500 psf for the support of several mat foundations for a new Ford battery plant facility.

2014 to 2022

Sr. Project Manager
Earth Tech, LLC
Land O' Lakes, Florida

Sample projects:

- **Project Harney, Tampa, FL** - Vibro Replacement to densify and reinforce loose sands to increase the allowable bearing capacity to 6,000 psf for the construction of a 4.5-story Amazon warehouse.
- **Blue Origin TCAT Building, Merritt Island, FL** – Low Mobility Grouted Rigid Inclusions to reinforce loose sands and soft silts to provide allowable bearing capacities of 1,500 to 2,700 psf for the support of mat foundations for a new rocket testing facility.
- **Solana, Mount Pleasant, SC** – Vibro Replacement to densify and reinforce loose sands and soft silts to increase the allowable bearing capacity to 5,000 psf and Earthquake Drains to reduce the potential for liquefaction for a new 5-story senior care facility.

2008 to 2014

Sr. Project Manager
Hayward Baker, Inc.
Tampa, Florida

Sample projects:

- **Red Sox Spring Training Facility, Fort Myers, FL** – Vibro Replacement to densify loose sands and reinforce fine-grained soils to achieve an allowable bearing capacity of 5,000 psf for the construction of a new baseball facility. Tiedown anchors were also installed to provide additional foundation uplift capacity.
- **Jacksonville University (JU) Marine Science Research Building, Jacksonville, FL** - Rigid Inclusions to reinforce soft, organic clays/silts to achieve an allowable bearing capacity of 4,000 psf for the construction of a 2-story educational structure.
- **Cane Island Unit 4, Intercession City, FL** – Vibro Replacement and Compaction Grouting (76,000+ CY) to improve soils beneath the new power unit 4 structures and tanks and to mitigate the potential for future sinkhole development. Tie-down anchors were also installed to provide additional foundation uplift capacity.

2005 to 2008

Project Manager
Hayward Baker, Inc.
Pompano Beach, Florida

Sample projects:

- **West County Energy Center (Units 1 and 2), Loxahatchee, FL** – Vibro Replacement to densify loose sands and reinforce soft silts to provide allowable bearing capacities of 4,000 to 5,000 psf for the support of several mat foundations.
- **City Center, West Palm Beach, FL** – Vibro Compaction to densify loose sands to increase the allowable bearing capacity to 10,000 psf for the construction of a 4 to 8-story city hall/library/museum building and a 4-story parking structure.
- **The Milan, Boca Raton, FL** – Jet Grout to reinforce loose sands and silty sands to increase the allowable bearing capacity to 10,000 psf for the construction of a 6-story parking/office structure.

2003 to 2005

Staff Engineer/Project Manager
QORE, Inc.
Tampa, Florida

Responsible for development of work scopes, estimates, project management, engineering evaluations and recommendations for geotechnical explorations.

Registration

Registered Professional Engineer, State of Florida

**Society
Membership**

American Society of Civil Engineers (ASCE)

ZACHRY KILPATRICK

Z.Kilpatrick@yahoo.com

Heavy Equipment Operator

PROFESSIONAL SUMMARY

MR. KILPATRICK is a Heavy Equipment Operator with over 18 years of extensive experience in the remediation and geotechnical construction industry. His experience includes mechanical dredging, earthwork, soil bentonite/ soil cement slurry walls, and impacted soil stabilization. Mr. Kilpatrick is also a skilled operator of excavators, dozers, and other pieces of heavy equipment. Mr. Kilpatrick is directly responsible for implementing the operational aspects of the project and providing oversight to day-to-day activities; including the development and implementation of the field construction methodology, which consists of equipment selection, work sequence, subcontractor management, and over all safety and health procedures and quality controls.

EDUCATION, TRAINING, & CERTIFICATIONS

- OSHA 10 Hr
- OSHA 30 Hr
- OSHA 40 Hr HAZWOPER
- OSHA 8 Hr HAZWOPER Refresher (Current)
- Front Line Supervisor/Foreman course and assessment

TECHNICAL EXPERTISE

- Barrier Walls (inclusive of Soil Cement, Soil-Bentonite)
- Soil Classification and Impacted Soil Remediation
 - Jet Grouting
 - Deep Soil Mixing (DSM)
- Large Scale Mass Earthwork
- Hazardous Material Management & Disposal
- Large Groundwater Control and Dewatering Systems
 - Mechanical Dredging
- Sediment and Sludge Stabilization
- Landfill / Waste Disposal

WORK HISTORY

Remedial Construction Services (RECON)

April 2004-Feb 2019 Full-time 14 years 11 months

Roles: Labor, Quality Control, Heavy Equipment Operator, Foreman, Superintendent

Reason for leaving: Company was moving in a new direction in the industry.

Inquip

March 2019- May 2022 Full-time 3 years 3 months

Roles: Heavy Equipment Operator, Slurry Specialist, Superintendent

Reason for leaving: Inquip was acquired by a larger company.

Odin Construction Solutions

May 2022 to Dec 2022 Full-time

Role: Superintendent

Reason for leaving: Wanted to stop traveling after almost 19 years on the road. More time for wife and kids.

EQUIPMENT CERTIFIED AND EXPERIENCED ON

Rough Terrain / Telescopic Boom Forklifts (class 7)
Excavators ranging from 310-336 CAT sizes
Mini Excavators
Dozers up to CAT D6 sizes
Front-end Wheel Loaders up to CAT 966 sizes
Articulating Dump Trucks up to CAT 730 sizes
Water Trucks
Rollers and Compactors
Skid Steer / Bobcats
ATV / Utility Vehicle
Manlift / Aerial Platforms (type 3 group)
Pumps. 2"-8" diesel to electric. Camlock, Victaulic, Flange

EXPERIENCE

Kalamazoo River Area 1 - Crown Vantage Side Channel (CVSC) Sediment Dredging - OU5 Allied Paper Superfund Site - Cooper Township, MI

Mr. Kilpatrick served as the Project Superintendent for the remedial action work that included mechanically dredging the side channel sediments containing non-TSCA Polychlorinated Biphenyls (PCBs). The initial scope of work included installation of 5,256 sf temporary steel sheet pile cofferdam to prevent river flow into and out of the side channel. Impermeable turbidity curtains were installed within the side channel to control re-suspension and migration of sediment during dredging operations. Dredging operations included mechanically dredging approximately 11,058 cy of sediments in the side channel to depths of 5-ft below existing grades utilizing a John Deere 250G long-reach excavator equipped with GPS, working from a floating Poseidon barge platform. The dredged material was then loaded directly or relayed to a sediment transfer box and then loaded into 30-ton Articulating Trucks with modified tailgate to contain the liquified PCB materials for safe transport to the on-site Sediment Processing Area (SPA) for soil stabilization. Additionally, HDPE Mats were installed to maintain the integrity of the on-site haul roads to the SPA. All contact water was contained on-site and treated via a 100-gpm water treatment system and upon receiving acceptable analytical test results, ultimately discharged back into Kalamazoo River. The dewatered sediment material was then homogenously mixed with Portland Cement and Quicklime via excavator bucket mixing until cohesively stabilized. Over 17,167 tons of stabilized sediment material was then loaded into trucks for off-site transportation and disposal at an approved licensed facility. Two different waste disposal facilities were used based on levels of acceptable PFAS constituents. A third party surveying firm confirmed sediment removal met the design excavation limits and grade elevations. Upon survey acceptance, the side channel was then backfilled with 8,000 tons of imported sand using a sand slinger conveying unit until each area reached the final cap lines and grades which was also confirmed by third party survey confirmation. Final site restoration activities included upland, wetland, and bank area restoration activities. This project included oversight and collaboration with USEPA Region V.

Exxon Polyethylene Plant, Shear Panel DSM Wall - Corpus Christi, TX

Mr. Kilpatrick served as the Project Superintendent/ Lead Driller for the installation of a 55 ft deep shear panel installed via Deep Soil Mixing Methods (DSM) to help lock in soils behind sheet pile wall for a global modular off-loading facility (MOF) within the plant.

Tesoro Golden Eagle Refinery - Pacheco, CA

Mr. Kilpatrick served as the Lead Driller/ Heavy Equipment Operator for the installation of interlocking Deep Soil Mixed (DSM) columns, with an average depth of 50 ft, to encapsulate contaminated soils.

DSM was performed utilizing a 10 ft diameter auger, after ringing the perimeter with 5 ft diameter auger to protect the nearby waterway. A special hood was placed over the auger at ground level to vacuum control odors and contaminants from being released airborne.

Cheniere Sabine Pass, LNG Terminal - Cheniere, LA

Mr. Kilpatrick served as a Heavy Equipment Operator for the installation of a Deep Soil Mixed (DSM) wall that was mixed to an average depth of 35 ft to stabilize soils along water way for future building/development.

River Water Intake Structure Site Development - Vogtle Electric Generating Plant, Units 3 & 4 - Waynesboro, GA

Mr. Kilpatrick served as a Heavy Equipment Operator for this multi-faceted design-build project that was built immediately adjacent to the Savannah River and certified wetlands. The scope of work included approximately 200,000 cy of soil excavation and backfill, construction of a 1/4-mile access road with guardrail and storm water management features, 21,000 sf sheet pile debris screen, RWI canal dredging, 12-ft tall storm berm with stone and gabion revetment, and cement slurry soil stabilization. The work was performed with union labor under the terms of a Nuclear Power Construction Labor Agreement (NPCLA). Mr. Kilpatrick's design/build responsibilities included additional geotechnical site investigation, slope stability analysis, liquefaction trigger analysis, and excavation dewatering design.

Deep Slurry Wall, MDH Engineering/SNC Lavalin - Rocanville, Saskatchewan, Canada

Mr. Kilpatrick served as the Project Superintendent for the installation and construction of a 3,833,000 sf soil-bentonite slurry trench ranging in depths from 75 to 166 ft. The scope of work included constructing approximately 10,804 lm or approximately 6.71 miles of soil bentonite slurry wall (1-meter-wide) around a mine. The shallow excavations were performed with 1466 Koehring hydraulic excavators and a CAT 385. The deeper excavations were performed with 855 Liebherr cranes equipped with TEC Baya hydraulic grabs or mechanical clam buckets. The excavation was through glacial till including zones of very stiff clay and sand grading up to boulder size material. The finished slurry wall provided a barrier between the Potash Mine and the existing groundwater aquifers to eliminate brine contamination.

McCarty Road Landfill Slurry Wall - Houston, TX

Mr. Kilpatrick served as the Technical Quality Control Technician (TQCT) for the installation of a 2,120 lf soil bentonite slurry wall ranging in depths from 60 ft to 80 ft below grade. The barrier wall provided a barrier between the McCarty Road Landfill and Greens Bayou in order to eliminate contaminated ground water migration from the landfill into the bayou.

Former MGP Site - Ground Water Cut Off and Collection Trench - Toledo, OH

Mr. Kilpatrick served as the Technical Quality Control Technician (TQCT) for the installation of a soil-bentonite slurry wall and ground water collection trench at a former MGP site. The soil-bentonite slurry wall cut off contained petroleum contaminated ground water from entering an adjacent stream. The collection trench was installed up gradient of the slurry wall and collected the ground water. The ground water was then pumped to an on-site treatment facility which was then treated and pumped into the local sanitary sewer system.

Texas State Technical College Campus - Cement Bentonite Slurry Wall - Waco, TX

Mr. Kilpatrick served as the Technical Quality Control Technician (TQCT) for the construction of a cement-bentonite slurry wall around the JBC Technology building on the Texas State Technical College Campus. The wall was installed to allow groundwater under the building to be dewatered. The

excavation was 1000 ft long to depths of 25 ft and was installed to within 10 ft of the building perimeter.

Oxbow Mine Cell #4, Slurry Wall - Mansfield, LA

Mr. Kilpatrick served as a Heavy Equipment Operator for the installation of a 8,430 lf slurry wall to extend around the perimeter of a mining cell. The wall was 3-ft wide and keyed into the Wilcox clay/shale. The slurry wall crossed an active 22-inch diameter ExxonMobil crude petroleum pipeline and tied into an existing slurry wall constructed for Cell #3. After the slurry wall was completed, a levee was constructed 10 ft above the existing ground surface to a consistent elevation of 134 ft, with 4H:1V (4 horizontal units to 1 vertical unit) slopes, and a crest of 20 ft wide. A storm water diversion system was constructed that included drainage channels along both the interior and exterior of the slurry wall alignment. Additional supporting scopes of work included construction of access roads and the development of borrow sources to construct the specified facilities.

Site Remediation / Sheet Pile Installation - Hays, KS

Mr. Kilpatrick served as a Heavy Equipment Operator for the site remediation for arsenic impacted soils. The project included the removal of approximately 12,000 cy of impacted soil using both shallow and deep excavation approaches. Prior to soil excavation activities, an existing 42-inch reinforced concrete storm sewer line was temporarily rerouted off site and replaced with a 48-inch-high density polyethylene pipe at the original location. After excavation activities were completed, a sheet pile wall, approximately 700 ft in length was installed.

STP Phase II Jet Grouting Columns - Bay City, TX

Mr. Kilpatrick served as the Lead Driller for the installation of 3-ft diameter jet grouting columns (19 vertical and six inclined) at two separate underground drainage pipes located in a sheetpile wall, along a river, to seal off voids present around each of the pipes.

Port of Houston Expansion Project - La Porte, TX

Mr. Kilpatrick served as the Project Superintendent for the jet grouting operations in between poured columns at waterline, to a depth of 33 ft to prevent erosion.

Cheniere Sabine Pass LNG Terminal, Secant Pile Walls - Cheniere, LA

Mr. Kilpatrick served as the Project Superintendent for the installation of 2 rig secant pile walls for tank construction to depth of 68 ft. Materials were excavated after pile installation and the floor was poured, including a special perlite concrete layer on top to take extreme temperatures without cracking. Tanks were to be used if LNG needed to dump in emergency.

PSC Environmental Program Phase I & III DSM Columns - Birmingham AL

Mr. Kilpatrick served as the Batch Plant Operator for the installation of interlocking Deep Soil Mixed (DSM) columns to an average depth of 33 ft to encapsulate ground contaminants around a tank farm adjacent to facility.

Confidential, In Situ Stabilization - Marietta, GA

Mr. Kilpatrick served as the Batch Plant Operator for the in situ stabilization (ISS) mixing utilizing a drill rig with an 8 ft diameter auger to pump and mix in a ferromagnet slurry to treat affected soils contained to one pocket of site for future construction.

Appendix B – Sanctions & Litigation

GeoTek Construction, LLC has not been subject to any sanctions, litigation, or claims that would impact its ability to perform the work described herein

Appendix C – List of Subcontractors

GeoTek Construction, LLC will self-perform 100% of the work for this project. No subcontractors are anticipated.

Appendix D – MBE/WBE/DBE

GeoTek Construction, LLC is not currently certified as a Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), or Disadvantaged Business Enterprise (DBE).

GeoTek Construction, LLC will self-perform 100% of the work for this project; therefore, no MBE/WBE/DBE participation is anticipated.

Appendix E – Licenses



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AKROUCH, GHASSAN

GEOTEK CONSTRUCTION LLC
8270 WOODLAND CENTER BLVD
TAMPA FL 33614

LICENSE NUMBER: CGC1532199

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 09/01/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Appendix F – Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2026

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

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

PRODUCER M.E. Wilson Company, LLC 300 West Platt Street Tampa, FL 33606	CONTACT NAME: Oriana Kasten, CIC PHONE (A/C, No, Ext): 813-984-3610 FAX (A/C, No): 813-229-2795 E-MAIL ADDRESS: okasten@mewilson.com																					
INSURED Geotek Construction, LLC 8270 Woodland Center Blvd Tampa, FL 33614	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Bricktown Specialty Insurance Company</td><td>17166</td></tr><tr><td>INSURER B:</td><td>Auto Owners Insurance Company</td><td>18989</td></tr><tr><td>INSURER C:</td><td>Scottsdale Insurance Co</td><td>41297</td></tr><tr><td>INSURER D:</td><td>American Interstate Ins Co</td><td>31895</td></tr><tr><td>INSURER E:</td><td>Lloyds of London</td><td>85202</td></tr><tr><td>INSURER F:</td><td>XL Specialty Insurance Co</td><td>37885</td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Bricktown Specialty Insurance Company	17166	INSURER B:	Auto Owners Insurance Company	18989	INSURER C:	Scottsdale Insurance Co	41297	INSURER D:	American Interstate Ins Co	31895	INSURER E:	Lloyds of London	85202	INSURER F:	XL Specialty Insurance Co	37885
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INSURER E:	Lloyds of London	85202																				
INSURER F:	XL Specialty Insurance Co	37885																				

COVERAGES**CERTIFICATE NUMBER:** 331965**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒	☒	BTSP100058300	02-01-2026	02-01-2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	☒	☒	5458288000	02-01-2026	02-01-2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CXS4075842	02-01-2026	02-01-2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	AVWCFL3401572025	08-03-2025	08-03-2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			AXPCTRL0012626	02-01-2026	02-01-2027	Each Occurrence - Profe 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY M.E. Wilson Company, LLC		NAMED INSURED Geotek Construction, LLC	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAICCODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: _____ FORM TITLE: _____

INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G :		INSURER J :	
INSURER H :		INSURER K :	
INSURER I :		INSURER L :	

F	TYPE OF INSURANCE	AI	POLICY EFF	Equipment Leased & Rented Per Item	\$ 1,500,000
	Inland Marine (C)	☐	02-01-2026	Equipment Leased & Rented Total	\$ 3,000,000
		WOS	POLICY EXP		\$
	POLICY NUMBER	☐	02-01-2027		\$
	UM00154171MA26A				\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
		WOS	POLICY EXP		\$
	POLICY NUMBER	☐			\$
					\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
		WOS	POLICY EXP		\$
	POLICY NUMBER	☐			\$
					\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
		WOS	POLICY EXP		\$
	POLICY NUMBER	☐			\$
					\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
		WOS	POLICY EXP		\$
	POLICY NUMBER	☐			\$
					\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
		WOS	POLICY EXP		\$
	POLICY NUMBER	☐			\$
					\$

Appendix G – Proof of Bonding Capacity

March 31, 2026

Wharton-Smith, Inc.
750 Monroe Road,
Sanford, FL 32771

Re: Geotek Construction, LLC
Project: Palm Coast WWTF No. 1 Expansion, Palm Coast, FL

To Whom It May Concern,

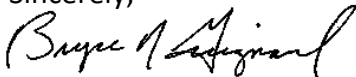
It is a privilege for Guignard Company to be the agency handling the bonding requirements for Geotek Construction, LLC. Bonds have been placed with Swiss Re Corporate Solutions America Insurance Corporation which has a Best's Key Rating of A+, XV, and a Treasury Listing of \$113,786,000 as reported in the August 2025 edition of the Federal Register, Circular 570.

Prudent surety underwriting requires our satisfaction of financial ability, experience, and personnel. Geotek Construction, LLC has our complete confidence in all of these areas.

Although maximum limits have not been established, we would favorably consider single projects in the \$2,000,000 range, with an aggregate program in the area of \$5,000,000. Should you award contracts to Geotek Construction, LLC we would be pleased to provide the required Performance and Payment bonds subject to our normal underwriting requirements at the time any request is made, including, without limitation, prior review and approval of relevant contract documents, bond forms, and confirmation of project financing. Bond rates are on a sliding scale starting at 2.5% and as of today, Geotek Construction, LLC has an available bonding capacity of \$4,000,000.

This letter is not an assumption of liability, nor is it a bid bond or performance bond. It is issued only as a bonding reference from us as requested by our client. Any arrangement for surety credit is a matter between Geotek Construction, LLC and the surety company. If you have further questions or require additional information, please call me at (407) 834-0022 or via email at bryce@guignardcompany.com.

Sincerely,



Bryce Guignard
Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

BRYCE R. GUIGNARD, APRIL L. LIVELY, JENNIFER L. HINDLEY, MARGIE L. MORRIS, DEBORAH ANN MURRAY, M. GARY FRANCIS,

CHRISTINE MORTON, KELLY PHELAN, ALLYSON FOSS WING, DAVID TURCIOS, AMANDA JO HERSTINE, WESLEY MATT ADCOCK and CARSON COSTELLO

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory
David Satory, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this
11th day of June, 2025.

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 11th day of June, 2025, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Karen M. Szweda
Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 31st day of March, 2026.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President & Assistant
Secretary of SRCSAIC and SRCSPIC and WIC



SECTION 4 – RISK REGISTER

WHARTON-SMITH													
Risk Register													
Project: Palm Coast GMP-2 Ground Improvements													
Project Phase: GMP													
Date: Date													
Risk Identification			Risk Assessment				Risk Control Measures		Risk Allocation				
ID No.	Risk Issue	Risk Type	Status	Potential Cost Impact	Potential Schedule Impact	Probability (0-100%)	Risk Mitigation Strategy	Risk Owner	Weighted Cost Exposure (Prob x PCI)	Cost Offset By Allowance	Cost Offset By Contingency	Unmitigated Cost Exposure	Comments / Notes
General Items													
1	Adverse Weather	Adverse Weather	New	\$9,750	5	100%	Provide for reasonable float in schedule and create emergency response plan.	Owner	\$9,750		\$9,750	\$0	
2	Permitting Delays	Permitting	New	\$29,250	15	25%	Engage Agency and Shareholders early in process and promote transparent communication. Obtain all permits prior to mobilization.	Owner	\$7,313		\$7,313	\$0	
3	Utility Delays	Other	New	\$9,750	5	25%	Engage Utility Company early in process to assist in finalizing design and expediting procurement.	Owner	\$2,438		\$2,438	\$0	
4	Procurement / Delivery Delays	Procurement	New	\$9,750	5	40%	Early procurement on key equipment and materials. Includes submittal approval delays.	Contractor	\$3,900		\$3,900	\$0	
5	Construction Delays / Subcontractor Performance	Construction Schedule	New	\$9,750	5	10%	Select qualified subcontractors with adequate resources and engage them in Wharton-Smith's production planning system on a weekly basis.	Contractor	\$975		\$975	\$0	
6	Critical Path Delays - Owner Evaluation and Decision Making	Construction Schedule	New	\$9,750	5	10%	Owner representative must be responsible for timely decisions and issuing contract amendments in a timely manner for procurement to be expedited.	Owner	\$975		\$975	\$0	
Final Design Items													
7	Unanticipated Design Requirements After GMP	Design	New	\$34,750	5	15%	Limit scope to only those items identified in bid documents.	Owner	\$5,213		\$5,213	\$0	
Project Execution Items													
8	Material Escalations	Price Escalation	New	\$5,000	0	100%	Expedite the start of construction, issuance of subcontracts and POs, and early procurement.	Contractor	\$5,000		\$5,000	\$0	
9	Existing Structure Protection	Constructability	New	\$11,400	2	100%	Monitor vibration levels during installation and implement protection measures if levels exceed allowable thresholds established in contract documents.	Contractor	\$11,400		\$11,400		
10	Ground Improvement Contractor Standby Time	Construction Schedule	New	\$41,750	5	100%	Ensure all site prerequisites are complete prior to subcontractor mobilization to minimize standby exposure.	Contractor	\$41,750		\$41,750		
11	Unforeseen Subsurface Conditions	Unknown Site Conditions	New	\$119,500	10	100%	Perform Subsurface Utility Exploration where possible to identify and locate existing conditions and conflicts prior to construction.	Owner	\$119,500		\$119,500	\$0	
Bid Allowances / Excluded Scope Items			New										
12	Bid Allowance - Vibration Monitoring	Excluded Scope	New	\$20,000	0	100%	Bid allowance to be carried in GMP.	Owner	\$20,000	\$20,000		\$0	
13	Bid Allowance - Independent Testing	Excluded Scope	New	\$35,000	0	100%	Bid allowance to be carried in GMP.	Owner	\$35,000	\$35,000		\$0	
14	Bid Allowance - Wharton-Smith Self Perform Assistance/Maintenance	Excluded Scope	New	\$100,000	0	100%	Bid allowance to be carried in GMP.	Owner	\$100,000	\$100,000		\$0	
			PROJECT TOTALS	\$445,400	62				\$363,213	\$155,000	\$208,213	\$0	



SECTION 5 – CONSTRUCTION SCHEDULE

City of Palm Coast, Florida Agenda Item

Agenda Date: July 7, 2026

Agenda Item:
G.2

Department	UTILITY	Amount	\$4,723,638.00
Division	UTILITY CAPITAL CME	Org/Account #	Varies
Subject: RESOLUTION 2026-XX APPROVING A MASTER SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP, INC. FOR WASTEWATER SYSTEM PROGRAM MANAGEMENT & ENGINEERING SERVICES			
Presenter: Brian Roche, Director of Utility			
Attachments: 1. Resolution 2. Draft Contract 3. Notice of Intent to Award 4. Project Overview 5. Scope of Work			
Background: Council Priority: B. Safe and Reliable Services Contract Duration: 3 years plus 2 - 1-year extensions The Utility Department requests approval to execute a Master Services Agreement with Jacobs Engineering Group, Inc., for Wastewater System Program Management and Engineering Services. The City issued a Request for Statement of Qualifications (RFSQ) for these services and received three responsive submittals. Following evaluation, Jacobs Engineering Group, Inc. received the highest overall score and was selected to provide program management and engineering services supporting comprehensive wastewater infrastructure initiatives identified within the City's Five-Year Capital Improvement Program (CIP). The terms of the agreement are being finalized by the City Attorney's Office. In July 2024, the Florida Department of Environmental Protection (FDEP) issued a Consent Order related to the City of Palm Coast's Wastewater Treatment and Collection System. A primary component of the consent order is the required expansion of WWTF #1. WWTF #1 is currently permitted for 6.83 MGD, where a 4.0 MGD expansion project is at 90% design by CPH with Wharton-Smith, Inc. as the Construction Manager at Risk (CMAR) contractor. This Program Management and Engineering Services contract with Jacobs will provide construction engineering services / owners representative functions for the 4.0 MGD expansion to WWTF#1, consent order technical support, develop a wastewater master plan, effluent management plan,			

preliminary engineering report for WWTF #3, Inflow and Infiltration (I&I) assessments, and provide the critical comprehensive engineering services needed for the wastewater system.

Task 1 – Program Management Services

Estimated Value: \$691,508

GL: 54029086-063030-84008 (\$150,000)
54029090-063030-81075 (\$105,000)
54049082-063000-82003 (\$121,508)
54049082-063020-82013 (\$105,000)
54029082-063020-82028 (\$105,000)
54029082-063020-82015 (\$105,000)

Provide comprehensive program management services for the COPC Wastewater System including:

- Initiation, evaluation, prioritization, and sequencing of CIP projects
- Monitoring project scopes, schedules, and budget performance
- Design review, QA/QC documentation, and value engineering recommendations
- Identification of grant opportunities

Task 2 – Wastewater Master Plan and Effluent Management Plan

Estimated Value: \$1,035,142

GL: 54029083-063020-82017 (\$535,142)
54029000-034000-81057 (\$500,000)

Develop a Wastewater Master Plan and Effluent Management Plan to establish the framework for wastewater infrastructure improvements through 2050, including:

- Evaluation of current and future population and business growth demands
- Evaluating wastewater effluent treatment alternatives
- Reclaimed water management strategies and distribution system planning
- Regulatory compliance considerations and long-term reuse/disposal strategies
- Generate CIP Project Definitions, scope, cost and schedules
- Prioritization of CIP system improvements

Task 3 – Consent Order Support Services

Estimated Value: \$69,028

GL: 54049082-063000-82012

Provide technical and administrative support related to existing regulatory requirements, including:

- Support for FDEP Consent Order No. 24-2146 compliance activities
- Development of compliance tracking matrix
- QC COPC preparation of periodic reports and regulatory submittals
- Monitoring corrective action implementation
- Agency coordination, meeting support, and final compliance certification activities

Task 4 – Construction Management and Owner’s Representative Services

Estimated Value: \$1,757,738

GL: 54049082-063000-82012

Provide construction management support and owner representation services for major capital projects, including:

- Support for CMAR, Progressive Design-Build, and Design-Build delivery projects
- Review project design and treatment process reviews
- Value engineering evaluations to identify cost-saving opportunities
- Provide Construction Management / Owner’s Representative Engineering Services for the ~\$180M expansion of Wastewater Treatment Facility No. 1

Task 5 – Wastewater Treatment Facility No. 3 Preliminary Engineering Report

Estimated Value: \$546,682

GL: 54029083-063020-88022

Prepare a Preliminary Engineering Report evaluating:

- Site selection and evaluation
- Treatment alternatives
- Cost estimates and feasibility analyses
- Off-site infrastructure requirements
- Effluent management and disposal solution
- Publish final PER report that can be utilized for grant submittals.

Task 6 – Inflow and Infiltration (I&I) Mitigation Plan

Estimated Value: \$623,540

GL: 54029082-063030-81064 (\$381,889)
54049082-063030-81083 (\$66,781)
54029082-063020-81063 (\$74,870)
54049082-063020-81063 (\$100,000)

Develop strategies to reduce Inflow and Infiltration (I&I) impacts throughout the wastewater collection system, including:

- Assessment of existing I&I reduction programs
- Identification of priority basin areas
- Review of GIS mapping, historical data, and sanitary sewer overflow events
- Design a flow monitoring program for dry and wet weather conditions
- Evaluation of longer term I&I reduction alternatives and cost analyses
- Engineering and project management support for system improvements

Task 7 – Future Wastewater Treatment Facility Design-Build Services

Potential future design-build support services associated with wastewater treatment facility expansion, major pump stations / transmission facilities and related infrastructure initiatives. Any future Design-Build services shall be undertaken in a separately negotiated and executed agreement and brought forward to the Council under a separate Agenda Item at that time.

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING A MASTER SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP, INC., FOR WASTEWATER SYTEM PROGRAM MANAGEMENT & ENGINEERING SERVICES

RESOLUTION 2026____
WASTEWATER SYSTEM PROGRAM
MANAGEMENT & ENGINEERING SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MASTER SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP, INC., FOR WASTEWATER SYSTEM PROGRAM MANAGEMENT & ENGINEERING SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO NEGOTIATE, FINALIZE, AND EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jacobs Engineering Group, Inc., has expressed a desire to provide wastewater system program management & engineering services for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve a Master Services Agreement with Jacobs Engineering Group, Inc. for wastewater system program management & engineering services; 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 any necessary contracts including those that are equal to or exceed \$100,000.00 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 AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Master Services Agreement

with Jacobs Engineering Group, Inc., for wastewater system program management & engineering services, 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 negotiate, finalize, and execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to Project Agreements/Contracts 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 Project Agreements/Contracts on behalf of the City for any other changes that may be necessary.

SECTION 5. 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 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 7th day of July 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” – Master Services Agreement Jacobs Engineering Group, Inc.



Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: RFSQ-UT-26-22 Wastewater System Program Management & Engineering Services

Date: 3/9/2026

Appeal Deadline: Appeals must be Filed by 5:00 PM on 3/12/2026

Firm	Final Ranking
Jacobs Engineering Group, Inc. Jacksonville, Florida	1
McKim & Creed, Inc. Daytona Beach, Florida	2
CPH, Inc. Palm Coast, Florida	3

The intent of the City of Palm Coast is to award Wastewater System Program Management & Engineering Services to **Jacobs Engineering Group, Inc.**

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

For questions regarding this Notice of Intent to Award please contact: Christinne Foschaar, Procurement Coordinator, at cfoschaar@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.



please recycle

palmcoastgov.com

*Failure to file a written protest to the Deputy City Manager, **Lauren Johnston**
LJohnston@palmcoastgov.com, acting as the designee of the Financial Services
Director shall constitute a waiver of the protest proceedings.*



RFSQ-UT-26-22 - WASTEWATER SYSTEM PROGRAM MANAGEMENT AND ENGINEERING SERVICES

Project Overview

Project Details	
Reference ID	RFSQ-UT-26-22
Project Name	WASTEWATER SYSTEM PROGRAM MANAGEMENT AND ENGINEERING SERVICES
Project Owner	Christinne Foschaar
Project Type	RFSQ
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Request for Statement of Qualifications is seeking Qualifications for RFSQ-UT-26-22 Wastewater System Program Management and Engineering Design Services.
Open Date	Nov 19, 2025 8:00 AM EST
Intent to Bid Due	Dec 18, 2025 2:00 PM EST
Close Date	Dec 19, 2025 2:00 PM EST



Awarded Suppliers	Reason	Score
Jacobs Engineering Group Inc.		88.8 pts

Seal status

Requested Information	Unsealed on	Unsealed by
RFSQ Proposal	Dec 19, 2025 2:01 PM EST	Christinne Foschaar
Required Forms 1 - 8	Dec 19, 2025 2:01 PM EST	Christinne Foschaar
Addendum 1 (Signed and Dated)	Dec 19, 2025 2:01 PM EST	Christinne Foschaar
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Addendum 3 (Signed and Dated)	Dec 19, 2025 2:01 PM EST	Christinne Foschaar
Claiming Local Preference Form	Dec 19, 2025 2:01 PM EST	Christinne Foschaar

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in,



or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Alex Blake	Dec 29, 2025 9:11 AM EST	No
Danny Ashburn	Jan 13, 2026 7:45 AM EST	No
Patrick Henderson	Jan 12, 2026 4:18 PM EST	No
Nency Thakkar	Dec 19, 2025 2:04 PM EST	No
Christinne Foschaar	Dec 19, 2025 2:02 PM EST	No
Brian Roche	Jan 12, 2026 3:32 PM EST	No



Project Criteria

Criteria	Points	Description
Administrative Review	Pass/Fail	Admin Review
Company Profile and History	10 pts	• 1 = Poor – Partial submittal, very limited information, poor reference checks, and/or materially excessive litigation, criminal convictions, environmental violations • 2 = Below Standard – Mostly does not meet expectations, below standard reference checks, and/or materially excessive litigation, criminal convictions, environmental violations • 3 = Marginal – Partially meets expectations, marginal reference checks, and/or materially excessive litigation, criminal convictions, environmental violations • 4 = Average – Barely meets expectations with average reference checks, and/or excessive litigation, criminal convictions, environmental violations • 5 = Above Average – Meets expectations with above average reference checks, and/or acceptable litigation, criminal convictions, environmental violations • 6 = Good – Slightly above expectations with good reference checks, and/or acceptable amount of litigation, criminal convictions, environmental violations • 7 = Very Good – Meets expectations with very good reference checks, and/or few litigation, criminal convictions, environmental violations • 8 = Well above average – Meets expectations with well above average reference checks, and/or very few litigation, criminal convictions, environmental violations • 9 = Excellent – Exceeds expectations with reference checks, and/or very few litigation, criminal convictions, environmental violations • 10 = Outstanding – Far exceeds expectations with outstanding reference checks,



		and/or very few to no litigation, criminal convictions, environmental violations. This section shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the Proposer's ability to meet the City's schedule for providing the work, service, outlining the approach that would be undertaken in providing the requested services, maximum ten (10) pages.
Project Understanding and Proposal	30 pts	• 1 = Poor – Partial submittal, very limited information, poor reference checks, and/or materially excessive litigation, criminal convictions, environmental violations • 2 = Below Standard – Mostly does not meet expectations, below standard reference checks, and/or materially excessive litigation, criminal convictions, environmental violations • 3 = Marginal – Partially meets expectations, marginal reference checks, and/or materially excessive litigation, criminal convictions, environmental violations • 4 = Average – Barely meets expectations with average reference checks, and/or excessive litigation, criminal convictions, environmental violations • 5 = Above Average – Meets expectations with above average reference checks, and/or acceptable litigation, criminal convictions, environmental violations • 6 = Good – Slightly above expectations with good reference checks, and/or acceptable amount of litigation, criminal convictions, environmental violations • 7 = Very Good – Meets expectations with very good reference checks, and/or few litigation, criminal convictions, environmental violations • 8 = Well above average – Meets expectations with well above average reference checks, and/or very few litigation, criminal convictions, environmental violations • 9 = Excellent – Exceeds expectations with reference checks, and/or very few litigation, criminal convictions, environmental violations • 10 = Outstanding – Far exceeds expectations with outstanding reference checks,



		and/or very few to no litigation, criminal convictions, environmental violations. Provide a listing of similar projects, maximum of three, by a team member who is specifically part of the team proposed in the response. Identify specific project details, including but not limited to, location, description of the funding entity, project budget, project description, length, and outcomes. Provide the contact information for the entities where work has been done for reference purposes. If this project is subject to FEMA or other Federal Funds reimbursement, please indicate whether the Proposer is a certified minority business entity, maximum ten (15) pages.
Experience with Similar Projects/Technical Capability	50 pts	• 1 = Poor – Partial submittal, very limited information, poor reference checks, and/or materially excessive litigation, criminal convictions, environmental violations • 2 = Below Standard – Mostly does not meet expectations, below standard reference checks, and/or materially excessive litigation, criminal convictions, environmental violations • 3 = Marginal – Partially meets expectations, marginal reference checks, and/or materially excessive litigation, criminal convictions, environmental violations • 4 = Average – Barely meets expectations with average reference checks, and/or excessive litigation, criminal convictions, environmental violations • 5 = Above Average – Meets expectations with above average reference checks, and/or acceptable litigation, criminal convictions, environmental violations • 6 = Good – Slightly above expectations with good reference checks, and/or acceptable amount of litigation, criminal convictions, environmental violations • 7 = Very Good – Meets expectations with very good reference checks, and/or few litigation, criminal convictions, environmental violations • 8 = Well above average – Meets expectations with well above average reference checks, and/or very few litigation, criminal convictions, environmental violations • 9 = Excellent – Exceeds expectations with reference



		checks, and/or very few litigation, criminal convictions, environmental violations • 10 = Outstanding – Far exceeds expectations with outstanding reference checks, and/or very few to no litigation, criminal convictions, environmental violations. Provide a listing of similar projects, maximum of three, by a team member who is specifically part of the team proposed in the response. Identify specific project details, including but not limited to, location, description of the funding entity, project budget, project description, length, and outcomes. Provide the contact information for the entities where work has been done for reference purposes. If this project is subject to FEMA or other Federal Funds reimbursement, please indicate whether the Proposer is a certified minority business entity, maximum ten (15) pages.
Project Team	10 pts	• 1 = Poor – Partial submittal, very limited information, poor reference checks, and/or materially excessive litigation, criminal convictions, environmental violations • 2 = Below Standard – Mostly does not meet expectations, below standard reference checks, and/or materially excessive litigation, criminal convictions, environmental violations • 3 = Marginal – Partially meets expectations, marginal reference checks, and/or materially excessive litigation, criminal convictions, environmental violations • 4 = Average – Barely meets expectations with average reference checks, and/or excessive litigation, criminal convictions, environmental violations • 5 = Above Average – Meets expectations with above average reference checks, and/or acceptable litigation, criminal convictions, environmental violations • 6 = Good – Slightly above expectations with good reference checks, and/or acceptable amount of litigation, criminal convictions, environmental violations • 7 = Very Good – Meets expectations with very good reference checks, and/or few litigation, criminal convictions, environmental violations • 8 = Well above average – Meets expectations with well



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Total	100 pts	



Scoring Summary

Active Submissions

	Total	Administrative Review	Company Profile and History	Project Understanding and Proposal	Experience with Similar Projects/Technical Capability	Project Team
Supplier	/ 100 pts	Pass/Fail	/ 10 pts	/ 30 pts	/ 50 pts	/ 10 pts
Jacobs Engineering Group Inc.	88.8 pts	Pass	9 pts	27 pts	44 pts	8.8 pts
McKim & Creed, Inc.	71.8 pts	Pass	7.2 pts	21.6 pts	36 pts	7 pts
CPH, Inc.	66.2 pts	Pass	7 pts	19.8 pts	33 pts	6.4 pts



Work Order Scope of Work
June 2026

Wastewater System Program
Management and Engineering Services

Submitted to
CITY OF PALM COAST, FL

Jacobs



Work Order Scope of Work

Client Name: City of Palm Coast
Project Name: Wastewater Program Management and Owners Representation Services
Project No.: BPO01GZ4
Project Manager: Leisha Pica, Jose Ramos
Prepared by: Leisha Pica, Jose Ramos, Matt Tennant, Grant Misterlt, Adam Byrd, Michelle Collins
Revision: 56
Date: June 26, 2026
File name: WO 1 Jacobs_PalmCoast_WO1_SOW_20260622

Document History and Status

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2	5/22	CIP Fact Sheet Content	City	LLP	JR	MD
3	6/1	Scope Revisions	City	LLP	JR	MD
4	6/12	36 months term	City	LLP	JR	MD
5	6/24	Scope Revisions	City	LLP	JR	MD
6	6/26	Final Edits	City	LLP		MD

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Acronyms and Abbreviations

ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
AWT	Advanced Wastewater Treatment
BMAP	Best Management Action Plan
CCTV	Closed Circuit Television
CIP	Capital Improvement Plan
City	City of Palm Coast, Florida

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CMAR	Construction Manager at Risk
CMOM	Capacity, Management, Operation, and Maintenance Program
D-B	Design-Build
EOR	Engineer of Record
EPA	United States Environmental Protection Agency
FAC	Florida Administrative Code
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FTE	full-time equivalent
FY	fiscal year
GIS	geographic information system
GMP	Guaranteed Maximum Price
Jacobs	Jacobs Engineering Group, Inc.
KPI	key performance indicator
I/I	Inflow and Infiltration
LACP	Lateral Assessment Certification Program
LS	lump sum
MACP	Manhole Assessment Certification Program
MGD	Millions of Gallons per Day
NEC	National Electrical Code
NEPA	National Environmental Policy Act
NFPA	National Fire Protection Association
NPDES	National Pollutant Discharge Elimination System
NSF	National Science Foundation
NTP	notice to proceed
O&M	Operations & Maintenance
PACP	Pipeline Assessment Certification Program
PD	project definition
PDB	Progressive Design-Build
PE	Professional Engineer
PEP	Pretreatment Effluent Pumping
PER	Preliminary Engineering Report
PFAS	Per- and Polyfluoroalkyl Substances
PMP	Project Management Plan
PO	purchase order
Program	City of Palm Coast's Wastewater Capital Program Management
R/R	Repair/Replacement
RPR	Representative Project Representative

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QA	quality assurance
QC	quality control
SCADA	Supervisor Control and Data Acquisition
SJRWMD	St. Johns River Water Management District
SRF	State Revolving Fund
SSO	Sanitary Sewer Overflow
TBD	To Be Determined
TM	technical memorandum
TMDL	Total Maximum Daily Load
UL	Underwriters Laboratories
USACE	United States Army Corps of Engineers
USDA RD	United States Department of Agriculture – Rural Development
WBS	work breakdown structure
WEF	Water Environment Federation
WWTF	wastewater treatment facility

General Description

The City of Palm Coast (City) selected Jacobs Engineering Group, Inc. (Jacobs) as the engineering firm ("Supplier" or "Consultant") to provide wastewater program management and engineering services for select projects included in the City's Capital Improvement Plan (CIP). Work on this Work Order will be completed as per the terms of the "Master Services Agreement (Professional Services) with an effective date in July 2026. Work under this Work Order is contingent on, and shall commence only upon, full execution of the Master Services Agreement (Professional Services) between the City of Palm Coast and Jacobs Engineering Group, Inc. and issuance of a written Notice to Proceed by the City.

This Work Order provides services for the initial 36-month term. In the event the City elects to process either or both subsequent one year renewal terms, a separate Work Order or a Work Order Amendment will be provided outlining the services to be provided during those time periods.

This Work Order includes professional services related to the following tasks:

- Task 1 Program Management Services
- Task 2 Wastewater Master Plan & Effluent Management Plan
- Task 3 Consent Order Support Services
- Task 4 WWTF #1 Construction Management and Owner's Representative Services
- Task 5 WWTF #3 Preliminary Engineering Report
- Task 6 Inflow & Infiltration (I/I) Services
- Task 7 Potential Future Design-Build Services for WWTF #3

Task 1 Program Management Services

The Consultant will provide overall project management, quality control, and coordination throughout the duration of the Contract. Activities include establishing communication protocols, maintaining the program team, coordinating with City staff and partner agencies, and preparing monthly progress reports documenting the work completed by the Consultant.

Task 1.1 – Project Initiation and Planning

The Consultant will initiate the project by establishing clear objectives, roles, responsibilities, and communication pathways. This foundational work is so that there is alignment among all stakeholders and sets the stage for successful delivery. The Consultant will establish the foundational structure for program delivery, including governance, decision making protocols, and communication pathways. This is so there will be alignment among City leadership, departments, and partner agencies.

Activities:

- Kickoff meeting with project team and stakeholders
- Confirmation of project goals, scope, constraints, and success criteria
- Development of governance structure and escalation paths
- Development of a Project Management Plan (PMP)
- Establishment of communication protocols and reporting structure
- Creation of a detailed project schedule and work breakdown structure (WBS)

Deliverables:

- Program Management Plan
- Kickoff meeting summary
- Baseline project schedule
- Governance and communication framework

Task 1.2 – Project Coordination and Communication

The Consultant will serve as the central point of coordination for assigned project activities, so that there is timely communication, issue resolution, and alignment across teams.

Activities for the Wastewater CIP Projects:

- Monitor progress against the baseline schedule and budget
- Identify schedule risks and recommending mitigation strategies
- Track project expenditures and budget status
- Maintain and report on projects permits
- Review project deliverables for operability and constructability perspectives
- Review project deliverables for completeness and accuracy
- Coordination of QA/QC reviews with subject matter experts as needed
- Documentation of review comments and resolution tracking
- Support CIP development and wastewater projects definitions and fact sheets. Fact sheets will include project background, justification, location map, cost, description & approach, schedule, cash flow general requirements, and addendum for changes over time. The City will provide the format preferred for the CIP Project Fact Sheets.
- Provide updated project information as needed for the City's public outreach efforts including project reports, PowerPoint materials, and updates for City web pages.

Deliverables:

- Timely communication via email and/or meetings for relevant project decisions, issues, and review comments provided by the City.

Task 1.3 – Project Reporting and Documentation

The Consultant will prepare recurring project reports that summarize progress, risks, financial status, and key decisions.

Activities/Deliverables:

- Monthly project status reports
- Quarterly update for City Council for active CIP projects (i.e., WWTF #1)
- Twice per year publish Envision report and PowerPoint materials for wastewater capital projects (including R&R programs) regarding budget, schedule, project objectives, results, customer impacts, and community impacts.
- Annual program briefing presentation slides documenting projects status, expenditures, and achievements.

Task 2 Wastewater Master Plan & Effluent Management Plan

The Consultant will help the City update its Wastewater Master Plan and Effluent Management Plan. These Plans will provide a strategic framework of prioritized improvements needed for the entire wastewater system. The planning period will be through 2050.

The Consultant will develop a Wastewater Master Plan that incorporates population and business growth demand projections and address current and future capacity needs, regulatory compliance, and long-term disposal/reuse solutions. The master plan will also address, treatment facility wet-weather operation needs as well as corresponding offsite infrastructure needs and discharge locations.

This task also includes developing an Effluent Management Plan which evaluates treatment alternatives, describes reclaimed water management strategies, addresses existing and future reclaimed water distribution system infrastructure and future needs, existing and future customer areas, current and future reclaimed water production and demands, regulatory compliance considerations, and long-term disposal/reuse solutions

Task 2.1 – Project Initiation and Data Collection

The Consultant will conduct a kickoff meeting to confirm City expectations, planning assumptions, and decision making processes. The Consultant will identify information needed to prepare the Plans such as system maps, operational data, asset inventories, work order histories, permit compliance documentation, customer complaint histories, CIP documentation, GIS datasets, prior/on-going planning studies, regulatory requirements, and growth projections. The Consultant will be responsible for gathering available information on-site working with City staff.

Deliverables:

- Kickoff meeting and summary

Task 2.2 – Existing System Assessment

The Consultant will evaluate the condition, performance, and capacity of the existing wastewater collection, treatment, and effluent management system(s). This includes review of historical performance, regulatory compliance, operational challenges, hydraulic constraints, key/major asset condition information, remaining use life, standard useful life, and rehabilitation/renewal forecasts. The City will provide results from the hydraulic model for use by the Consultant.

Activities may include:

- Field verification and site visits
- Review of SCADA, flow, and pressure data
- Visual assessment of treatment, pumping, storage, and conveyance key assets
- Identification of deficiencies and operational bottlenecks
- Integration strategy for WWTF #1 to incorporate AWT

Deliverables:

- Existing System Assessment Technical Memorandum

Task 2.3 – Population, Growth, Wastewater Flow & Loadings Forecasting

The Consultant will develop or refine 30-year long range population, growth, wastewater flow and loading year projections based on land use plans, demographic trends, economic development priorities, and historical consumption patterns. Forecasts will be aligned with the City's comprehensive plan and growth scenarios. The work will include identifying a phasing strategy for the future Wastewater Treatment Facility #3 (WWTF #3) that allows for growth and capacity expansions when needed in the future. Work includes system flow analysis to determine any opportunities to provide additional system efficiency and resiliency by developing alternative flow paths through pump stations/transmission lines to the WWTF during the planning period. One of the outputs of this information will feed into Task 5 Preliminary Engineering Report for WWTF #3.

This task will also address population projections, flow projections, and determine the need for wastewater collection and treatment infrastructure for the City's Westward Expansion. As a planning consideration, the City would like the Wastewater Master Plan to include a planning level discussion of potential future Westward expansion. While the ultimate development area, treatment facility locations, and major transmission infrastructures have not yet been defined, current planning information indicates that Westward growth may generate up to 6 MGD of wastewater flow. It is envisioned that development will occur in phases, with initial flows potentially in the range of 1-2 MGD increasing over time as development progresses.

Given the limited information currently available regarding land use, populations and development phasing, this scope of work does not include development of a detailed facilities plans for the area in the Westward expansion. Rather, the intent is to establish an initial planning framework within the Master Plan so that the future capacity, treatment and transmission needs associated with Westward expansion can be evaluated and refined in subsequent updates as additional information becomes available.

Deliverables:

- Population/flow/loadings forecast memorandum
- WWTF #3 capacity basis memorandum
- Westward expansion memorandum

Task 2.4 – Wastewater Treatment Facilities Capacity Modeling

The Consultant will update or develop a hydraulic model for the wastewater treatment facilities to confirm internal plant hydraulics are optimized. The model will be used to identify system deficiencies related to

capacity (average daily flows and peak hour flows), interconnectivity of process units, and potential wet weather impacts.

Activities:

- Model updates and calibration
- Scenario development (peak demand, wet weather flow, etc.)
- Identification of any capacity constraints and required improvements

Deliverables:

- WWTfs capacity analysis memorandum

Task 2.5 – Effluent Management Evaluation

The Master Plan approach to Effluent Management will integrate proven, innovative, and sustainable solutions that leverage natural and constructed systems such as treatment wetlands, rapid infiltration basins, injection wells, and aquifer recharge wells to optimize water quality, regulatory compliance, and resource sustainability, with an emphasis of conceptualizing One Water approaches.

The evaluation will focus on treatment alternatives; reclaimed water production, demand, and management strategies; reclaimed water distribution for current and future customers; regulatory compliance considerations; and innovative long-term disposal and reuse solutions.

Activities:

- Prioritize potential sites based on hydrogeologic suitability, environmental constraints, land use, and infrastructure proximity
- Evaluate applicability of advanced nutrient removal processes including possessive biological nutrient removal, ozone pretreatment, and adsorption media to address emerging contaminants such as PFAS and pharmaceuticals
- Identify permitting pathways associated with FDEP, SJRWMD, USACE, NPDES, TMDL, and BMAP compliance
- Consider solutions that offer operational flexibility including adaptive flow control systems, remote monitoring to maintain seasonal hydroperiods and water quality targets
- Facilitate transparent communication with regulatory agencies and the public to build consensus and support for project implementation, if necessary
- Coordinate effluent management evaluation with other existing analysis and work products that have been produced by other consultants retained by the City for both existing infrastructure and planned projects.

Deliverables:

- Effluent management memorandum to include process flow diagrams and GIS maps of the existing effluent systems and potential alternatives.

Task 2.6 – Regulatory and Policy Review

The Consultant will review applicable regulatory requirements, industry standards, and City policies that influence wastewater system planning. This includes water quality regulations, treatment standards, consent orders, design criteria, level of service goals, asset management performance indicators, and resilience requirements.

This task addresses regulatory topics extending beyond the Consent Order. The review will identify current and future policies, mandates, or potential regulations that may influence planning for the wastewater collection system, wastewater treatment plants, effluent management strategies, and reuse systems. The information will be discussed with the City and incorporate into the Master Plan alternatives analysis.

Deliverables:

- Regulatory and policy review memorandum

Task 2.7 – Alternatives Development and Evaluation

The Consultant will identify and evaluate alternatives to address system deficiencies, support growth, and improve system efficiency and resilience. Alternatives will consider cost, constructability, environmental impacts, operational complexity, pros, cons, and alignment with City goals. Alternatives related to the wastewater collection system will be based upon the information provided by the City from the updated hydraulic and hydrologic collection system model. For example, if sufficient information is available at the time the Master Plan is being developed, the location(s) for Master Pump Stations will be included in the Master Plan.

Deliverables:

- Alternatives analysis matrix
- Recommended improvement strategies

Task 2.8 – Capital Improvement Plan (CIP) Development

The Consultant will develop a prioritized, phased Capital Improvement Plan that includes project descriptions, cost estimates, implementation triggers, sequencing, and potential coordination with roadway, stormwater, and neighborhood initiatives. A detailed CIP will be developed for immediate projects to be advanced in 2027-2030; intermediate priority projects to be considered for 2031-2035; and long-term projects for 2036-2050.

This task involves vetting the current COPC 5-year and 10-year CIP for wastewater system needs. The new projects will include recommendations from the Master Plan and Effluent Management Plan, I/I Analysis, and additional R&R projects that the Consultant and COPC teams determine are necessary. Work includes integrating these projects into the City's CIP based upon their priority and available funding.

The Consultant will develop a Project Fact Sheet for each new capital project and will review/edit the Fact Sheets that the COPC has created for projects currently on the COPC 10-year CIP. As noted under Task 1.2, each wastewater project fact sheet will include project background, justification, location map, cost, description & approach, schedule, cash flow general requirements, and addendum for future changes made to the project over time.

Deliverables:

- Draft CIP recommendations
- Project sheets with scope, cost, and schedule
- Phasing and prioritization framework
- Prioritization of CIP memorandum

Task 2.9 – Financial and Funding Strategy

The Consultant will evaluate funding and financing options to support the recommended CIP. This may include rate impacts, bonds, grants, loans, connection fees, and cost sharing opportunities. Work performed for this task will include identification of potential low-interest loans and grants and financial planning support for the projects recommended for inclusion in the Wastewater Master Plan. The Consultant will produce a technical memorandum summarizing the evaluation, findings, and recommendations for financial and funding strategies applicable to the Wastewater Master Plan and Effluent Management Plan projects.

Projects forecasted for design, bidding, or construction within the next three years will be considered the most urgent from funding perspective. The Consultant will identify all potential grant programs suitable for the City's CIP projects along with the requirements and timing for receiving the funds.

Deliverables:

- Funding strategy memorandum

Task 2.10 – Resilience, Sustainability, and Risk Assessment

The Consultant will incorporate resilience and sustainability considerations into the Wastewater Master Plan and Effluent Management Plan. This includes evaluating climate impacts, system redundancy, risk-based prioritization, coordination opportunities, and energy efficiency.

Deliverables:

- Resilience and risk assessment summary
- Recommendations for system hardening and sustainability

Task 2.11 – Draft and Final Wastewater Master Plan and Effluent Management Plan

The Consultant will prepare a Wastewater Master Plan and Effluent Management Plan summarizing all analyses, findings, and recommendations. The report will include an executive summary, system maps, CIP, and an implementation roadmap.

Deliverables:

- Report for 50% Progress Plan Submittals
- Draft 100% Wastewater Master Plan & Effluent Management Plan
- Final Wastewater Master Plan & Effluent Management Plan (PE stamped)
- Executive summary and 20-slide PowerPoint presentation materials

Task 3 Consent Order Support Services

The Consultant will provide advisory support for compliance with the current FDEP Consent Order, including as-needed technical support, coordination with regulatory agencies, and finalization and closeout of the Consent Order. The Consultant will support the City with monitoring compliance and developing and proposing in-kind projects to offset delays or penalties. In-kind projects are typically selected based upon the offset penalty required and investments that are relatively quick to make and provide a value to the treatment plant or collection system. At the beginning of the Program, the Consultant will meet with the City to develop a running list of potential in-kind projects.

The City will continue to manage the Consent Order and prepare all required compliance reports. The Consultant will perform as-needed technical evaluations required under the Consent Order and support the development of corrective actions to address deficiencies. The Consultant will support the City in communications with regulatory agencies, including preparation for and participation in time extensions, penalty negotiations, compliance meetings, site visits, and audits.

The Consultant will support the City in completing all Consent Order requirements and preparing final documentation for regulatory closure. Depending upon the duration of the Consent Order, the City may elect to extend this task into the next contract one-year renewal period.

Activities:

- Root cause analysis of noncompliance events
- Evaluation of system performance, capacity, and operational constraints
- Identification and prioritization of corrective actions
- Development of engineering recommendations and cost estimates
- Preparation of meeting materials and briefings
- Attendance at regulatory meetings
- Documentation of agency feedback and action items
- Support for negotiations or clarifications of Consent Order terms
- Assistance with regulatory closure or transition to ongoing compliance

Deliverables, if Needed:

- Technical analysis memorandum
- Corrective action recommendations
- Prioritized action plan
- Agency correspondence support
- Closeout documentation package

Task 4 WWTF #1 Construction Management & Owner's Representative Services

Under this task the Consultant will support City resources for construction management and Owner's representative services for projects advanced using design-build, construction manager at risk, design-build, or the traditional design-bid-build delivery method for major construction projects. The primary driver for this task is to improve delivery of critical construction projects in an efficient manner for the City. The WWTF #1 improvement project represents one of the City's largest capital investments. This task will augment City resources to ensure the project is managed by experienced professionals to deliver the project on budget and schedule.

The first major construction project identified is expansion of the City's Wastewater Treatment Facility No. 1 (WWTF #1) to increase its treatment capacity from approximately 6.83 million gallons per day (mgd) to 10.83 mgd to meet growing community demand. A Construction Manager at Risk (CMAR) contract has been awarded to Wharton-Smith, Inc., and detailed design work by CPH (Engineer of Record) is currently underway alongside the development of several Guaranteed Maximum Price (GMP) proposals by the CMAR.

The Consultant will serve as the Owner's Representative, providing limited high-level review of select Contractor/CMAR and Engineer produced documents for accuracy, completeness, and alignment with the project's technical and financial objectives.

The Consultant is engaged as the City's Owner's Representative and not as the Constructor, Construction Manager at Risk, Engineer of Record, or inspector of record. The Consultant has no responsibility for, and does not assume any responsibility for, construction means, methods, sequences, techniques, site safety, or the supervision of the Contractor or its subcontractors. The Contractor remains solely responsible for the Work and for compliance with all applicable safety and regulatory requirements.

Task 4 was estimated assuming hours 50% time for the Site Engineer, 20% time for the Inspector, and 35% time for the Representative Project Representative (RPR). This was based upon Jacobs' history of work with the City's Contractor, Wharton Smith, on similar projects. The hours assumed for the Site Engineer and RPR working in tandem with the Engineer of Record (EOR) and City staff should be sufficient to maintain the desired level of review and functionality for the duration of the project.

All hours included in the resource loaded schedule represent the best estimate based upon assumed conditions of the project. Actual hours may vary month-to-month depending upon active work items for the project. In the event the Site Engineer or RPR need to consult with a specialized discipline (such as an Electrical Engineer), someone will be made available to the project.

The City anticipates a 36-month construction duration starting in January 2027. This task is assumed to begin the first week of January 2027 and continue through the initial 36-month service window. Depending upon the duration of the Owner's Representation services, the City may elect to extend this task into the next contract one-year renewal period.

Table 1. Summary of Roles and Responsibilities for the Owner’s Representative, Engineer of Record, and CMAR

Construction Phase Activity	Frequency	Wharton Smith (CMAR Contractor)	CPH (Engineer of Record)	Jacobs. (Owner’s Representative)	Palm Coast (Owner)
Coordination					
Daily Reports	Daily	Provide		Resident Eng Provide	Inspector Provide
Progress Meetings	Daily, Weekly, Monthly	Lead/Document	As Necessary	Review	Inspector Participate
Schedule					
Master Schedule	Monthly	Provide		Review	Engineer Review
3-Week Look Ahead	Weekly	Provide		Review	Inspector Review
Documentation					
Site Logistics & Security Plan	Once	Provide		Review	Inspector Review
Maintenance of Plan Ops Plan	Once	Provide	Review	Review	Operations Review
Communications Plan	Once	Provide	Review	Review	Review
Design Changes					
Shop Drawings	As Needed	Provide	Lead/Distribute/Respond		Review as Necessary
RFIs	As Needed	Provide	Lead/Distribute/Respond	Review	Review as Necessary
Design Changes	As Needed	Provide	Lead/Distribute/Respond	Review	Approve
Decision Log	Monthly	Maintain		Review	Engineer Review
Change Log	Monthly	Maintain		Review	Engineer Review
Issues Log	Monthly	Maintain		Review	Engineer Review
Risk Register	Monthly	Maintain		Review	Engineer Review
As-Builts	Continuous	Provide	Review	Review	Inspector Review

City of Palm Coast
Wastewater Program Management and Owner’s Representation Services
Work Order Scope of Work

Construction Phase Activity	Frequency	Wharton Smith (CMAR Contractor)	CPH (Engineer of Record)	Jacobs. (Owner’s Representative)	Palm Coast (Owner)
Financial					
Record Bond	Once	Provide		Review	Engineer Review
Change Orders	As Needed	Provide	Design Only	Review	Approve
Pay Applications & Progress Reports	Monthly	Provide		Review	Approve
Contingency Usage	Monthly	Provide		Review	Approve
Allowance Usage	Monthly	Provide		Review	Approve
Inspection					
Material Storage	Daily	Lead		Inspect	Inspector Review
Daily Inspections	Daily	Lead		Inspect	Inspector Review
Concrete (Forms/Rebar/Pour/Finish)	As Needed	Lead		N/A	Inspector Review
Civil (Elevations, Materials, Locations)	As Needed	Lead		N/A	Inspector Review
Structural (Elevations, Materials, Installation)	As Needed	Lead		Inspector Review	N/A
Mechanical (Materials, Installation)	As Needed	Lead		Inspector Review	N/A
Electrical and I&C (Materials, Installation, Testing)	As Needed	Lead		Inspector Review	N/A
Process	As Needed	Lead		Inspector Review	N/A
Substantial Completion	Once	Lead	Participate	Participate	Participate
Final Completion	Once	Lead	Participate	Participate	Participate
Permitting					
Permit Matrix	Once	Provide	Review	Review	Review
Construction Permitting/Compliance/Inspections	As Needed	Lead		As Necessary	As Necessary
FDEP Startup Notification	Once	Coordination	Lead		Ops Review

City of Palm Coast
Wastewater Program Management and Owner's Representation Services
Work Order Scope of Work

Construction Phase Activity	Frequency	Wharton Smith (CMAR Contractor)	CPH (Engineer of Record)	Jacobs. (Owner's Representative)	Palm Coast (Owner)
FDEP Certificate of Completion	Once	Coordination	Lead		Ops Review
QA/QC Testing					
Fill	As Needed	Lead		As Necessary	Inspector Review
Density	As Needed	Lead		As Necessary	Inspector Review
Concrete	As Needed	Lead		As Necessary	Inspector Review
Safety					
Safety Plan & Emergency Plan	Once	Provide		Review	Inspector Review
Audits	As required by WSI	Provide		Review	
Daily Observations	Daily	Provide		Review	
PPE Requirements/Observations	As Needed	Lead		Review	Inspector Review
Startup/Commissioning					
Startup Plan	Once	Provide		Review	Ops Review/Approve
Training Plan	Once	Provide		Review	Review/Approve
Reliability Testing	Per Equipment	Lead	Review Plan	Review/Observe	Ops Review
Seeding Plan	Once	Lead		Review	Ops Review
Performance & Acceptance Testing	Per Equipment	Lead	Review Plan	Review/Observe	Ops Review/Approve

Task 4.1 – Pre-Construction Services

The Consultant will support the Owner during the pre-construction phase so that the project is fully defined, risks are understood, and the construction contract is ready for execution.

The Consultant will act as the Owner's representative in administering the construction contract, so that there is compliance with contract requirements, technical specifications, and applicable regulations.

Activities:

- Review of design documents for constructability, clarity, and completeness
- Review of GMP strategy, fee structure, assumptions, and content details
- Review of Contractor's cost and schedule submittals for reasonableness based on information then available to the Consultant; the Consultant does not warrant the accuracy or completeness of Contractor-furnished data
- Value engineering and alternative evaluation
- Assistance with permitting strategy and coordination
- Participation in project related workshops for design reviews, technical criteria, GMP submittals, and resolution of potential field issues
- Review and processing of submittals, RFIs, change orders, and pay applications signed by the Engineer of Record
- Observation for contractor compliance with safety, environmental, and quality requirements
- Maintaining project documentation and correspondence
- Supporting dispute resolution and claims avoidance
- Provide engineering analysis related to treatment plant processes, hydraulics, performance, and commissioning

Deliverables:

- Constructability review memorandum
- Cost and schedule validation report(s)
- Submittal/RFI logs
- Review of change order requests and non-binding recommendations to the City; final acceptance, pricing, and execution of all change orders shall rest with the City
- Contingency Management Reports – to address unknowns
- Monthly contract administration summary

Task 4.2 – Construction Observation and Field Oversight

The Consultant will provide on-site construction observation to verify that work is performed in accordance with the contract documents and industry standards. The Consultant will monitor compliance with environmental permits, safety requirements, and regulatory obligations.

Activities:

- Daily site visits and field inspections
- Documentation of progress, deficiencies, and safety observations
- Observation of installed work and review of the Contractor's reported quantities for general consistency with field observations; final certification of quantities for payment shall rest with the Contractor and the City
- Coordination with the contractor, City staff, and third-party inspectors
- Attendance at construction meetings
- Review of contractor safety plans and environmental controls
- Observation and reporting of observed conditions related to SWPPP, erosion control, and permit conditions; the Contractor remains solely responsible for compliance with all permits and environmental requirements
- Coordination with regulatory agencies as needed
- Documentation of compliance issues and corrective actions

Deliverables:

- Daily field reports
- Photo documentation
- Inspection reports
- Observation reports
- Safety and environmental observation logs

Task 4.3 – Schedule and Cost Management

The Consultant will monitor and evaluate the contractor's schedule and cost performance to support timely and cost effective project delivery.

Activities:

- Review of baseline and updated schedules
- Analysis of critical path, float, and schedule risks
- Independent cost tracking and budget monitoring
- Evaluation of change order cost proposals
- Non-binding forecast of final project cost and schedule based on Contractor-furnished cost and schedule data; the Consultant does not warrant the accuracy of any forecast and the City acknowledges that actual outcomes will depend on Contractor performance and external factors outside the Consultant's control

Deliverables:

- Monthly schedule analysis
- Cost tracking reports
- Budget and forecast updates

Task 4.4 – Quality Assurance and Testing Coordination

The Consultant will observe quality assurance activities and coordinate testing so that materials and workmanship meet project requirements. The Consultant will not directly hire third parties for this service but will direct and coordinate City-retained contractors and consultants as appropriate for these services.

Activities:

- Review of contractor quality control plans
- Coordination of third-party testing and special inspections
- Verification of test results and corrective actions
- Documentation of non-conformance and resolution

Quality control of the Work remains the sole responsibility of the Contractor. The Consultant's quality assurance observations and testing coordination shall not constitute acceptance of the Work, shall not relieve the Contractor of its quality-control obligations, and shall not transfer responsibility for any defect, non-conformance, or deficiency to the Consultant.

Deliverables:

- QA/QC tracking logs
- Testing reports
- Non-conformance documentation

Task 4.5 – Project Closeout

The Consultant will support the Owner through project closeout so that contractual, financial, and operational requirements are met. Depending upon the duration of the construction project, the City may elect to extend these services into the next contract one-year renewal period.

Activities:

- Punchlist development and observation of completion of punch list items; final acceptance of completed punch list items shall rest with the City
- Review of as built drawings, O&M manuals, and warranties
- Final pay application and change order reconciliation
- Support for commissioning, startup, and training
- Closeout documentation and lessons learned

Deliverables:

- Closeout package
- Final project summary report

Task 5 WWTF #3 Preliminary Engineering Report (PER)

The Consultant will prepare a PER for proposed WWTF #3, including site evaluation, treatment technology alternatives, cost estimates, phasing and permitting considerations, including overall feasibility study and consideration of corresponding offsite improvement needs, environmental challenges, wet-weather operation, and effluent disposal. This is a critically important project for the City. The PER will serve as a key component in grant funding applications, supporting efforts to advance the project into the design and construction phases.

Task 5.1 – Project Initiation and Data Review

The Consultant will initiate the PER with a kickoff meeting to confirm project goals, regulatory drivers, funding requirements, and planning assumptions. A comprehensive data request will be issued to gather system mapping, operational data, asset information, planning documents, and relevant studies.

The Consultant will evaluate the existing system to document current performance, capacity, condition, and regulatory compliance. This assessment will form the baseline for identifying deficiencies and developing alternatives for the new wastewater facility.

Activities:

- Evaluation of potential facility locations
- Assessment of treatment, pumping, storage, and conveyance strategies
- Identification of deficiencies, risks, and constraints
- Confirm capacity for immediate needs and future demands

Deliverables:

- Kickoff meeting summary

Task 5.2 – Regulatory and Funding Requirements Review

The Consultant will review applicable regulatory requirements and funding agency criteria so that the PER meets all necessary standards (e.g., USDA RD, EPA, state revolving fund programs, Resilient Florida, FEMA Hazard Mitigation Grant programs).

Activities:

- Review of design standards and regulatory thresholds
- Identification of compliance gaps
- Integration of funding agency PER requirements

Deliverables:

- Regulatory and funding requirements memorandum

Task 5.3 – Alternatives Development

The Consultant will identify feasible alternatives to address existing wastewater system deficiencies and future growth needs. Alternatives will consider technical, environmental, operational, and financial factors.

Activities:

- Development of multiple alternatives for treatment, conveyance, storage, or distribution
- Evaluation of capacity, constructability, permitting, and O&M implications
- Development of future-build out site Master Plan for three potential locations
- Develop and apply screening criteria as approved by the City

Deliverables:

- Alternatives analysis matrix
- Site plan layouts
- Short listed alternatives for detailed evaluation

Task 5.4 – Alternatives Evaluation and Cost Analysis

The Consultant will perform detailed evaluations of the shortlisted alternatives, including capital costs, O&M costs, lifecycle costs, environmental impacts, and implementation considerations. The Consultant will identify environmental impacts and permitting requirements associated with each alternative and the recommended solution.

Activities:

- Development of planning level cost estimates
- Lifecycle cost analysis (20 year or funding agency required horizon)
- Evaluation of environmental, social, and permitting impacts
- Identification of preferred alternative
- Identification of NEPA related considerations
- Review of wetlands, endangered species, cultural resources, and environmental justice factors
- Permitting pathway and schedule
- Permitting Plan to address potential technical and schedule issues
- Detailed alternatives evaluation including operability and constructability reviews

Deliverables:

- Cost estimates and lifecycle cost analysis
- Environmental and permitting summary
- Recommended alternative memorandum
- Alternatives Selection meeting minutes

Task 5.5 – Implementation Plan

The Consultant will develop a practical implementation plan for the recommended alternative, including phasing, schedule, funding strategy, and coordination needs.

Activities:

- Project phasing and sequencing
- Preliminary schedule
- Funding and financing options
- Coordination with roadway, stormwater, and utility projects

Deliverables:

- Implementation Plan
- Funding strategy memorandum

Task 5.6 – Draft and Final Preliminary Engineering Report

The Consultant will prepare a Draft PER that meets all applicable regulatory and funding agency requirements. Following review and comment, the Consultant will prepare a Final PER suitable for submission to funding agencies and regulatory authorities.

Deliverables:

- Report for 50% Progress Plan Submittals
- Draft 100% WWTF #3 PER
- Final WWTF #3 PER (PE stamped)
- Executive summary and 20-slide PowerPoint presentation materials

Task 5.7 – Stakeholder and Agency Coordination (if required)

The Consultant will support the Owner in coordinating with regulatory agencies, funding agencies, and stakeholders throughout the PER process.

Activities:

- Meetings with regulatory and funding agencies
- Presentation of findings to City leadership
- Support for public meetings

Deliverables:

- Meeting summaries
- Presentation materials

Task 6 Inflow & Infiltration (I/I) Management Services

The Consultant will evaluate and assess the City's ongoing I/I reduction efforts within the wastewater collection system. The City has been implementing I/I reduction methods for several years through pipe lining, manhole rehabilitation, and point repairs. This task will be divided into two distinct phases. Phase 1 will begin with the work order and evaluate and address the Clay Pipe Rehabilitation Program and the PEP Tanks. Phase 2 will begin in FY28 and will evaluate and address I/I characterization and reduction alternatives.

Task 6A.1 – I/I Planning

The Consultant will design and implement a temporary flow monitoring program to quantify dry weather and wet weather flows and identify basins with excessive I/I. The Consultant will support the City with identifying, prioritizing, conducting, and analyzing results from targeted field investigations in priority basins to identify specific I/I sources.

Activities:

- Selection of flow monitoring locations
- Development of procedures related to installation, calibration, and maintenance of flow meters and rain gauges. The Consultant will not perform these field activities.
- Data collection over a minimum monitoring period (typically 60–90 days)
- QA/QC of flow and rainfall data

Activities recommended for the City to perform may include:

- Smoke testing
- Dye testing
- Manhole inspections
- CCTV inspection of sewer mains and laterals
- Night flow isolation
- Building inspections

Deliverables:

- Flow monitoring plan
- Monthly flow monitoring summaries
- Final flow monitoring dataset
- Field investigation plan
- Review of Field logs and inspection reports for completeness
- GIS based mapping of defects and I/I sources

Task 6A.2 – I/I Analysis

The Consultant will analyze flow and rainfall data to quantify I/I volumes and identify basins with excessive infiltration or inflow.

Activities:

- Base flow separation and dry weather flow analysis
- Wet weather peaking factor analysis
- RDII (Rainfall Derived Inflow and Infiltration) modeling
- Identification of excessive I/I based on industry benchmarks
- Prioritization of basins for further investigation

Deliverables:

- Flow and rainfall analysis memorandum
- Basin prioritization matrix

Task 6A.2.1 – Coding of Pipe Defects

The Consultant will evaluate defects identified during City conducted field investigations and from review of smoke testing and CCTV footage and classify them based on severity, likelihood of I/I contribution, and rehabilitation urgency. Datasets will be coordinated with the City's asset management system and Capacity, Management, Operation, & Maintenance (CMOM) Program.

Activities:

- Pipeline Assessment Certification Program/Manhole Assessment Certification Program/Lateral Assessment Certification Program (PACP/MACP/LACP) coding of defects
- Assessment of structural vs. Operation & Maintenance (O&M) vs. I/I related defects
- Ranking of defects by severity and I/I contribution

Deliverables:

- Condition assessment summary
- Defect prioritization tables

Task 6A.2.2 – I/I Alternatives Analysis

The Consultant will develop and evaluate alternatives to reduce I/I in priority basins.

Activities:

- Identification of rehabilitation methods (CIPP, point repair, manhole rehab, lateral lining, root control, etc.)
- Development of basin level rehabilitation strategies
- Planning level cost estimates
- Cost effectiveness analysis (e.g., \$/gallon removed)
- Evaluation of phased rehabilitation approaches

Deliverables:

- Alternatives analysis memorandum
- Recommended I/I reduction strategy

Task 6A.3 – I/I Mitigation Report

The Consultant will develop a practical, phased implementation plan for I/I reduction. The Consultant will prepare a Draft I/I Analysis Report summarizing all findings, analyses, and recommendations. Following review and comment, the Consultant will prepare a Final Report suitable for regulatory submission and CIP integration.

Activities:

- Identify Prioritized rehabilitation projects
- Recommend phasing and sequencing of projects
- Coordinate with roadway, stormwater management, and utility projects
- Review funding and financing options (State Revolving Loan Fund (SRF), grants, bonds)

Deliverables:

- Project sheets with scope, cost, and schedule
- Draft I/I Mitigation Report
- Final I/I Mitigation Report
- Executive Summary

Task 6B – I/I Clay Pipe Program

The program will address areas prone to flooding, especially in areas that have PEP Tanks. This task will focus on sewer services, lining services, and smoke testing. The Consultant will initiate the I/I Analysis with a kickoff meeting to confirm project goals, study area boundaries, data needs, and coordination protocols. A comprehensive data request will be issued to gather mapping, flow data, maintenance records, CCTV logs, and historical I/I studies. The project team will meet with Operations staff to develop an understanding of common system challenges, known I/I areas, and significant sources of I/I.

Task 6B.1 – Clay Pipe Program Data Initiation

The Consultant will review the existing collection system to establish baseline conditions and identify known or suspected I/I sources. This work is expected to take place after the existing wastewater collection system hydraulic model has been updated. Task 6 will inform the work associated with developing Master Plan under Task 2 regarding CIP forecasts for the Clay Pipe Program and the PEP tanks.

Activities:

- Review of GIS mapping, as-builts, and system attributes
- Review of historical SSO events, maintenance logs, and customer complaints
- Review of previous I/I rehabilitation efforts & compile as-is conditions
- Analyze system to identify high priority basins or sub basins
- Identify several CIP projects, develop project definitions & technical elements of RFPs
- Assess project results for benchmarking and future system improvement opportunities

Deliverables:

- Kickoff meeting summary

- Data request and compiled data inventory
- Existing Conditions Technical Memorandum
- Preliminary list of I/I concern and high priority areas
- Prepare up to five project definitions
- Benchmarking and future system recommendations Technical Memorandum

Task 6B.2 – Clay Pipe Rehabilitation Program

The City has an objective to formally implement a Clay Pipe Replacement Program so that the functionality of all pipe and conveyances throughout the City. Reportedly approximately 75 percent of the existing clay pipes have been lined through various historical maintenance projects. This work includes inspection, replacement, lining, and cleaning of sediment and debris from pipes located under main roads and has been ongoing for several decades. The Consultant will work with the City staff to reassess the effectiveness of areas of the collection system that were rehabilitated.

In parallel with the Task 2 Master Plan effort, the Consultant will review the information the City provides related to the Clay Pipe Rehabilitation Program. The Consultant will provide technical recommendations for areas to prioritize the Program related to mitigation and reduction for I/I.

Activities:

- Review of Pipe and Manhole Rehabilitation Program data sets
- Recommend updates to GIS attribute tables with information available from Program activities including closed in-house work orders and contractor invoices
- Recommend mapping of areas completed and those underway
- Recommend maintenance projects, produce project definitions where engineering design is needed for the City to implement projects utilizing its vendors and procurement processes

Deliverables:

- Create job orders for City utility Operations to oversee maintenance projects
- Project Definitions for engineering work to be issued through RFPs

Task 6C – I/I PEP Tank System

The Consultant will support the City with evaluating and advancing projects related to the PEP Tank System for the purpose of reducing I/I from entering the wastewater collection system. Work may consist of assessment, engineering, pilot testing different technologies, and conforming existing design specifications and standard details with current industry standards.

Task 6C.1 – PEP Tank System Assessment

The Consultant will conduct a technical assessment of the City's PEP tanks system. The first step will be to conduct a high-level engineering assessment over five days. City staff will accompany the Consultant to visit select tank locations. A four-hour workshop will be scheduled during this visit for staff to discuss historical rehabilitation/replacement work orders involving the PEP tanks. The City will take the Consultant team to approximately 10 PEP tank sites. These site visits will be utilized for a visual inspection of the system; documentation of operational challenges; engineering perspective observations; assessment of

the effectiveness of prior R/R activities; and brainstorming ideas for improving the effectiveness of the PEP tank systems. The Consultant recognizes the ultimate goals are to optimize system performance and reduce inflow/infiltration into the wastewater collection system. The Consultant will prepare a Technical Memorandum documenting the work delivered under this task.

In addition to the initial system evaluation, the Consultant will review and comment on capital projects and work orders focused on PEP tank system improvements. As part of the Master Plan Update, the Consultant will collaborate with the City to develop a prioritized long-term CIP program targeting PEP tank system improvements. The Consultant will coordinate with the City's stormwater management program to identify drainage patterns and runoff areas that may impact the performance of the PEP tanks. The Consultant will identify areas having PEP tanks located in backyard that could potentially be moved to a front yard or ROW for ease of access for routine maintenance.

Deliverables:

- PEP Tanks System Evaluation memorandum

Task 6C.2 PEP Tank System Engineering

PEP tank system engineering is the integrated hydraulic, structural, mechanical, electrical, civil, and regulatory design required to safely collect, pump, and convey wastewater from individual properties into a pressure sewer system. Under this task the Consultant will evaluate the following system components and provide the City with recommendations for improving system performance and optimizing future installations. These evaluations will be conducted for a representative set of installations and will not apply to all PEP tanks located throughout the City.

- **Hydraulic Engineering.** Review pump sizes based on total dynamic head (TDH), friction losses, and system curves. Review discharge pipe diameters. Evaluate pressure sewer network hydraulics, evaluate pump run times and cycling compared to manufacturer's recommendations, and review surge and transient analysis related to air release valves and check valves.
- **Structural and Tank Engineering.** To the greatest extent possible depending upon available information, the Consultant will evaluate tank materials, buoyancy control features (such as anti-flotation collars and deadman anchors), burial depth, soils loads, groundwater conditions, watertightness, structural integrity, risers, lids, and access points to grade.
- **Mechanical Engineering.** Review pump selections, pump curve alignment with system hydraulics, valves, venting requirements, anti-siphon and backflow protection, and pump removal and maintenance clearances.
- **Civil and Site Engineering:** Review tank siting relative to structures, driveways, and property lines, gravity building sewer connection, routing of pressure lateral to the main.
- **Operations and Maintenance Engineering:** Review pump life compared to the manufacturer's published life expectancy, alarm response procedures, tank cleaning and inspection intervals, spare parts strategy, homeowner/utility responsibility delineation, and asset management integration.

Task 6C.3 PEP Tank System Industry Standard Documentation

While there is no single national industry standard specifically for wastewater PEP tanks, but there are several widely accepted regulatory requirements, design criteria, and product standards that function as the de-facto framework for PEP tank design, installation, and performance. The Consultant will compare

the City's existing PEP tank system with the following criteria: plumbing and onsite wastewater rules, utility-specific design standards, manufacturer specifications, NSF/ANSI product certifications, and electrical/safety codes. Together these form the practical industry standard. There is no AWWA or WEF national standard dedicated solely to PEP tanks.

Commonly applied standards and codes are listed below.

- NSF/ANSI 40, 46, and 350. Covers treatment components, materials, and structural integrity. Often required for tanks used in decentralized wastewater systems
- ASTM Standards. Commonly referenced for tank materials. ASTM D3350 – HDPE resin classification, ASTM D3034 / F679 – PVC pipe compatibility, and ASTM C1227 – Precast concrete septic tanks (often applied to PEP tanks)
- UL / NEC Electrical Standards. For pumps, controls, and wiring: UL 778 – Motor-operated water pumps, UL 508A – Control panels, NFPA 70 (NEC) – Electrical installation requirements
- Florida utilities (e.g., Hillsborough, Pasco, Polk, Marion, Lee, Collier) all publish their own PEP tank standards.
- FDEP does not publish a standalone PEP tank standard, but PEP systems must comply with: F.A.C. 62-6 (Onsite Sewage Treatment & Disposal Systems), F.A.C. 62-604 (Collection Systems), and FDEP Permit Conditions.

Task 7 Potential Future Design-Build Services for WWTF

This task represents a future scope of work to be potentially included under the Wastewater Program Management and Owner's Representative contract. Any future Design-Build services shall be undertaken only pursuant to a separately negotiated and executed agreement for Design-Build delivery model.

Schedule for Performance of Work

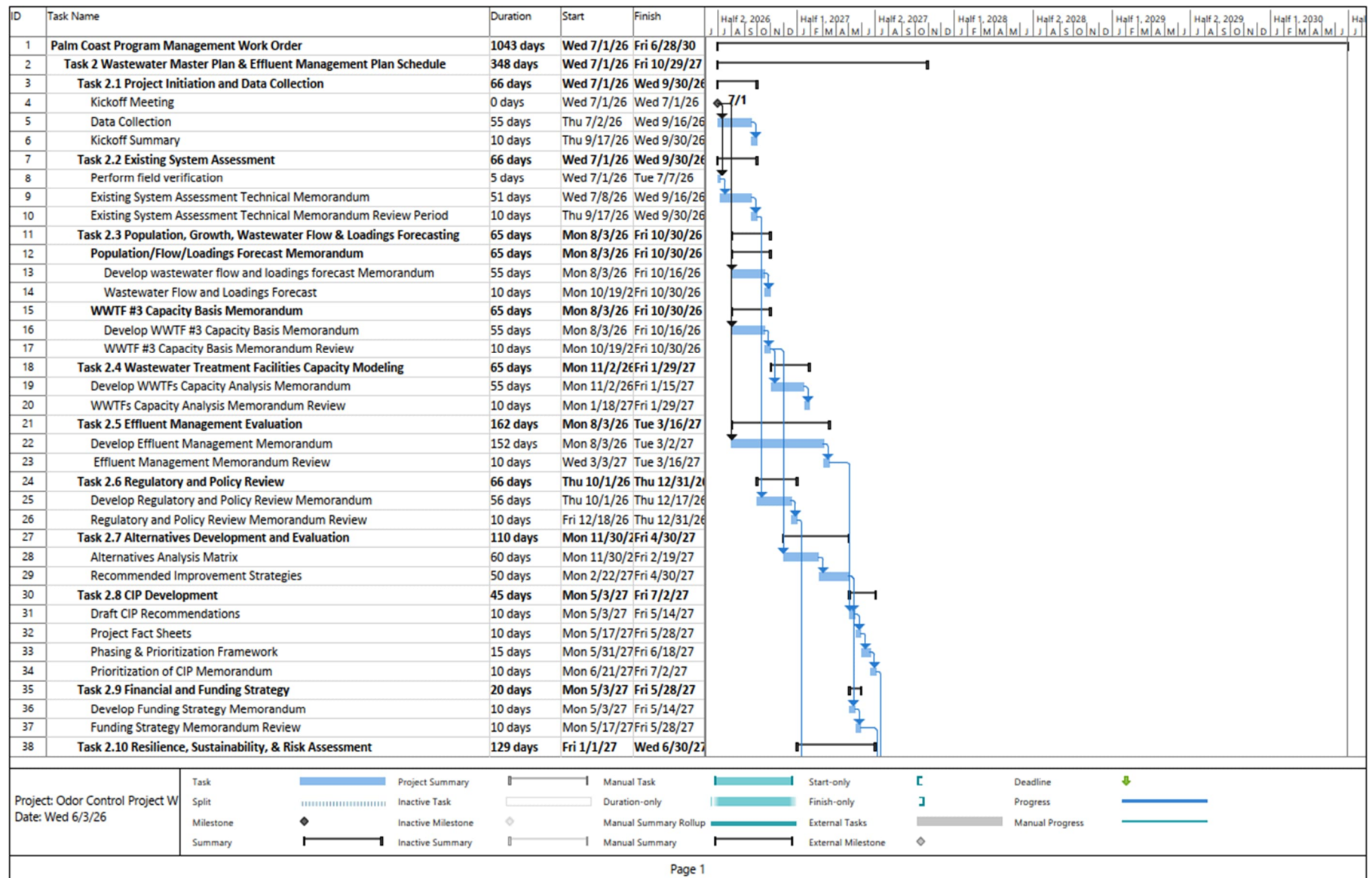
The following table provides a general schedule overview by Task. Tasks showing an end date of June 2029, may require additional services extending into the contract one year renewal window. A Work Order Amendment for a time extension will be necessary to continue progressing those tasks.

Table 2. General Schedule Overview

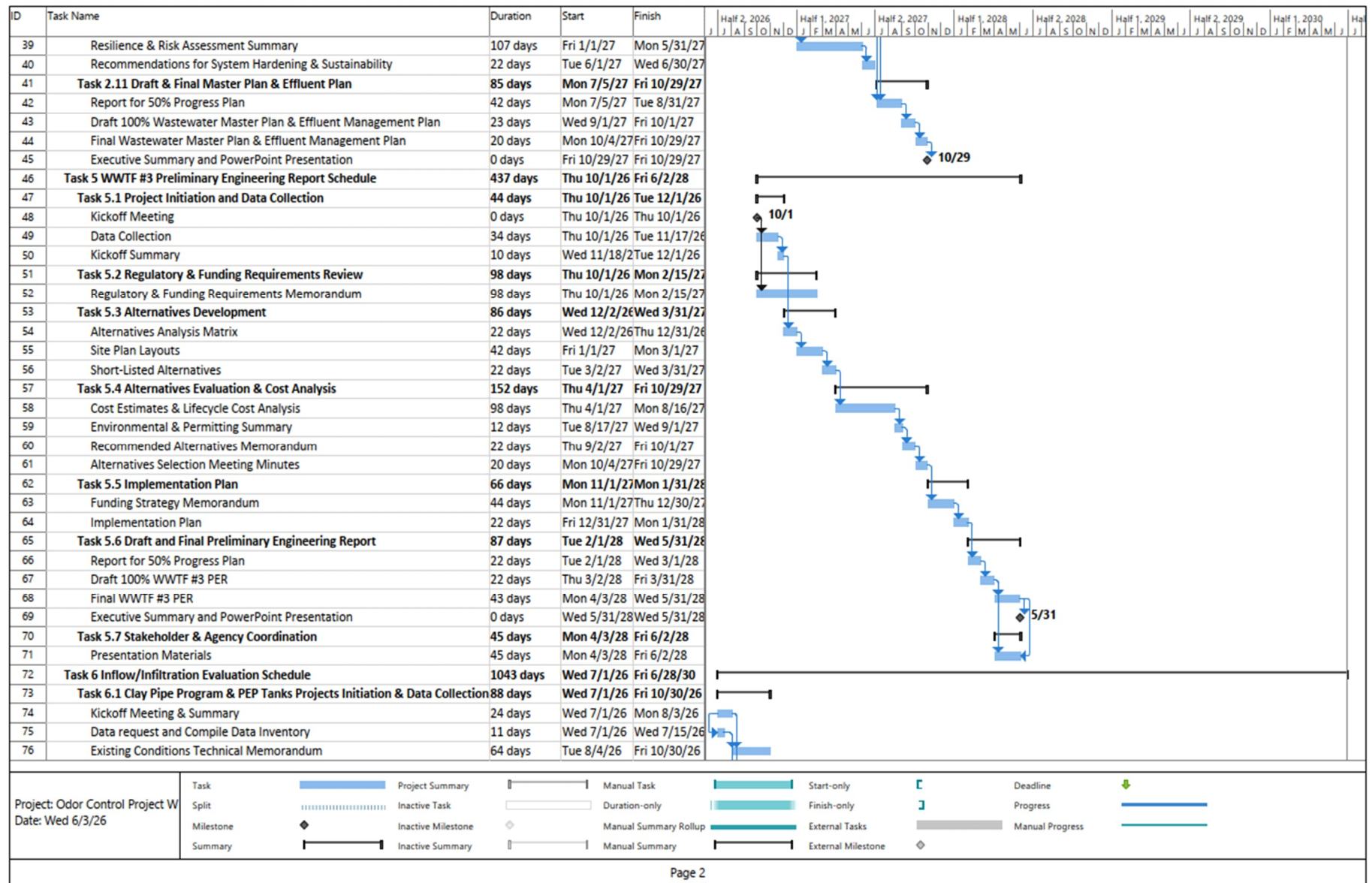
Project Task	Start Date	End Date
Task 1 Program Management	7/2026	6/2029
Task 2 Master Plan & Effluent Management Plan	7/2026	10/2027
Task 3 Consent Order Support	7/2026	6/2029
Task 4 WWTF #1 Construction Management & Owner's Representation	1/2027	6/2029
Task 5 WWTF #3 Preliminary Engineering Report	10/2026	7/2028
Task 6A I/I Planning, Analysis, & Mitigation	7/2026	6/2029
Task 6B I/I Services – Clay Pipe Program	7/2026	6/2029
Task 6C I/I Services – PEP Tanks	8/2026	12/2027
Task 7 Potential Future Design Build Services for WWTF	TBD	TBD

Detailed project schedules for Tasks 2, 5, and 6 are provided below.

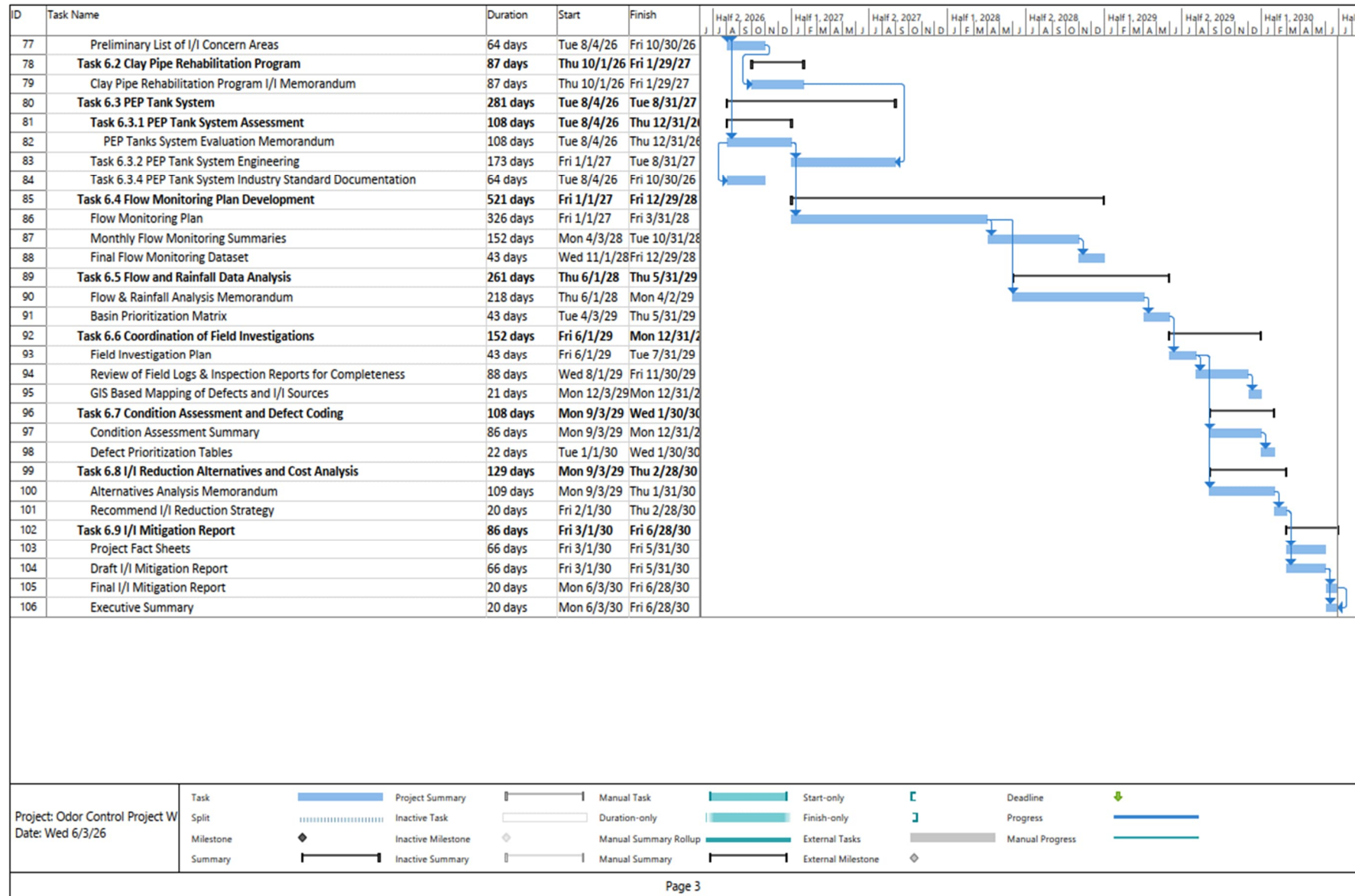
City of Palm Coast
Wastewater Program Management and Owner's Representation Services
Work Order Scope of Work



City of Palm Coast
Wastewater Program Management and Owner's Representation Services
Work Order Scope of Work



City of Palm Coast
Wastewater Program Management and Owner's Representation Services
Work Order Scope of Work



Fee for Scope of Work Services

A detailed fee schedule is provided in Appendix A. The following table provides a general summary of the estimated fee by task. All services will be provided as time and materials. The Rate Scheduled is provided in Appendix B.

Table 3. Summary of Estimated Fee by Task

Project Tasks	FY26	FY27	FY28	FY29*	Total Fee
Task 1 Program Management	\$85,390	\$278,228	\$213,662	\$114,228	\$691,508
Task 2 Master Plan & Effluent Management Plan	\$80,302	\$869,852	\$84,988	\$-	\$1,035,142
Task 3 Consent Order Support	\$4,976	\$25,492	\$21,000	\$17,560	\$69,028
Task 4 WWTF #1 Construction Mgmt & Owner's Rep	\$0	\$570,226	\$661,534	\$475,978	\$1,707,738
Task 5 WWTF #3 PER	\$0	\$276,524	\$270,158	\$0	\$546,682
Task 6A I/I Mitigation Program	\$15,960	\$256,261	\$71,896	\$37,772	\$381,889
Task 6B I/I Clay Pipe	\$14,380	\$33,339	\$10,770	\$8,292	\$66,781
Task 6C I/I PEP System	\$29,450	\$145,420	\$-	\$-	\$174,870
Task 7 Potential Future Design Build Services WWTF #3	\$-	\$-	\$-	\$-	TBD
Project Expenses	\$5,000	\$20,000	\$20,000	\$5,000	\$50,000
Total Work Order Engineering Fee	\$230,458	\$2,455,342	\$1,334,008	\$653,830	\$4,723,638

**Note: Services shown through June 30, 2029.*

Key Staff

The following key staff are assigned to this project

Table 4. Key Staff Assigned to Project

Project Task	Key Staff
Task 1 Program Management	▪ Leisha Pica ▪ Jose Ramos ▪ Ivan Trullenque Rodriguez ▪ Betzaida Montalvoa Cotto
Task 2 Master Plan & Effluent Management Plan	▪ Matthew Tennant ▪ Leisha Pica ▪ Allison Lewis ▪ Michelle Collins ▪ Samantha O'Farrell
Task 3 Consent Order Support	▪ Leisha Pica ▪ Jose Ramos ▪ Betzaida Montalvoa Cotto
Task 4 WWTF #1 Construction Management & Owner's Representation	▪ Samantha Hanzel ▪ Robert Parker ▪ Chris Reichart ▪ Grant Misterly ▪ Matt Tennant
Task 5 WWTF #3 PER	▪ Matt Tennant ▪ Jose Ramos ▪ Randy Boe ▪ and all design disciplines
Task 6A I/I Mitigation Program	▪ Michelle Collins ▪ Samantha O'Farrell ▪ Katie Bolmer ▪ Victoria Berry ▪ Misty Lam
Task 6B I/I Clay Pipes	▪ Jose Ramos ▪ Betzaida Montalvoa Cotto
Task 6C I/I PEP Tanks	▪ Adam Byard ▪ Ben Seri
Task 7 Potential Future Design-Build Services for WWTF #3	TBD

Assumptions, Limitations, and Clarifications

The Consultant notes the following related to performance of this Scope of Work.

Project Management

- The Consultant will submit invoices and progress reports to the City monthly for work performed during the prior month in accordance with the contract terms.
- The Project Management Plan will be substantially completed within 30 days of the fully executed Work Order from the City.
- The Consultant will present its desired information request at the Project Kickoff Meeting. The City will work to provide as much information as possible within 30 days of the request.
- Deliverables will be submitted electronically in PDF format unless otherwise specified.
- The Consultant will support the City with information needed for Public Outreach efforts. The scope of work does not include facilitating or attending public meetings. This work if desired can be performed under a separate Work Order or Work Order Amendment which will include a scope of work.
- The Consultant will support the City with providing information needed to update engineering portions of a Bond Report. The scope of work does not include preparation of the Engineer's Bond Report. This work if desired can be performed under a Work Order or Work Order Amendment which will include a scope of work.
- Meetings will be a combination of remote and in-person engagements. The City will provide the location for in-person meetings.

Assumptions & Clarifications

- The Consultant 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 the Consultant due to invalid data or information provided by the City or others may entitle the Consultant to additional compensation.
- The Consultant is not responsible for the accuracy of forecasted population growth and development. The best available information will be used for planning purposes.
- This scope of work does not include performing detailed condition assessment. The Consultant will not televise CCTV pipelines or assess the current condition of vertical assets located in confined spaces. This information shall be provided by the City to the greatest extent possible.
- This scope of work does not include field work related to testing the performance of assets.
- SCADA Systems Assessments – The Consultant's consultation, review, configuration, or study (as applicable) of City's software, hardware, products, or systems (collectively "City's System") in no way makes the Consultant responsible for the performance, operation, or security of City's System. The Consultant makes no warranty, whether expressed or implied, as to the viability or performance of City's System. Additionally, the Consultant cannot and does not provide any representation, warranty, or guarantee that its services will ensure City's System will not be vulnerable, susceptible, or open to outside infiltration, exploitation, hacking, or breach from third parties, outside entities or sources. The City is solely responsible for the security of the City's System, and the Consultant's services do not in

any way relieve City of any responsibility for the protection, firewalling, and/or overall security of City's System. The Consultant shall have no responsibility or liability for the security of the City's System and City shall indemnify and hold Jacobs harmless for any claims, liability, actions, damages, expenses, and/or costs of any kind the Consultant associated with any actual or alleged infiltration, data loss, data corruption, exploitation, hacking, or breach of City's System at any time regardless of the source or cause thereof.

- In providing opinions of cost, financial analyses, economic feasibility projections, for the project, the Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Consultant makes no warranty that City's actual project costs, financial aspects, economic feasibility, will not vary from the Consultant's opinions, analyses, projections, or estimates and the Consultant shall have no liability for such variances.
- The Consultant does not guarantee or warrant the project will qualify for grant or low-interest loan programs. The Consultant will identify potential opportunities for which the City may consider submitting applications or inquiries.
- Change in Law - Planning will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization. The Consultant will make judgement calls and recommendations based on the best available information at the time the Master Plan was developed.

Construction Phase Services

- The Consultant's construction-phase services under Task 4 are limited to those expressly identified in this Scope of Work. The Consultant is the City's Owner's Representative for the WWTF #1 expansion and does not act as the Constructor, Construction Manager at Risk, Engineer of Record, design professional of record, inspector of record, or building official. The Consultant has no authority over and assumes no responsibility for: (i) the Contractor's construction means, methods, techniques, sequences, or procedures; (ii) the Contractor's safety precautions and programs or any work-site safety condition; (iii) the acts or omissions of the Contractor, its subcontractors, suppliers, or any other person performing the Work; (iv) certification of pay quantities for payment; or (v) compliance with applicable permits or environmental regulations. The Consultant's site visits and observations are for the purpose of assisting the City in determining, in general, whether the Work is being performed in conformance with the contract documents, and shall not be construed as continuous, exhaustive, or detailed inspection of the Work. Findings and reports by the Consultant are advisory; final acceptance of the Work and all decisions reserved to the Owner under the construction contract shall remain with the City.
- On-Site 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's 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 the 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.

- Review of Third-Party Design - Any review by Jacobs of design prepared by a third-party shall be for general conformance with the design intent, drawings and specifications but not a complete review of all design details and calculations. The Designer and their design professionals shall remain responsible for the accuracy and completeness of their design and construction documents. Jacobs does not assume any liability for work product(s) prepared by third parties, including but not limited to design and related work and makes no representation or warranty regarding same. Jacobs will reasonably rely upon the accuracy and completeness of the information/data provided by the City or other third parties.

Appendix A

Estimated Fee



Palm Coast Wastewater Program Management & Owner's Representation Services

Work Order Scope of Services

ESTIMATED JACOBS LABOR		Hours	Cost
Task 1	Program Management	3,156	\$ 691,508
Task 2	Master Plan & Effluent Management Plan	4,968	\$ 1,035,142
Task 3	Consent Order Support Services	212	\$ 69,028
Task 4	WWTF #1 Construction Mgmt & Owner's Rep	8,590	\$ 1,707,738
Task 5	WWTF #3 Preliminary Engineering Report	2,288	\$ 546,682
	I/I Services - Clay Pipe Rehabilitation	618	\$ 66,781
Task 6	I/I Services - PEP Tanks Engineering	720	\$ 174,870
	I/I Services - I/I Prioritization Plan	1,334	\$ 381,889
Task 7	Potential Future Design-Build Services WWTF #3	TBD	TBD
Estimated Labor Totals		21,886	\$ 4,673,638

ESTIMATED JACOBS EXPENSES

General Project Expenses	\$ 15,000
Mileage & Travel Expenses	\$ 35,000
Estimated Expense Total	\$ 50,000

ESTIMATED JACOBS LABOR AND EXPENSES **\$ 4,723,638**

PROPOSED WORK ORDER AMOUNT:	\$ 4,723,638
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Note: The Proposed Work Order Amount represents a not-to-exceed value.



Appendix B

Rate Schedule



Summary of Labor Category by Project Role

Labor Category	Years of Experience	Typical Roles
Design Technician 1	0-2	Entry-level intern
Design Technician 2	2-5	AA degree
Design Technician 3	5-10	Associate or Bachelor's degree
Design Technician 4	>10	Varies by role
Design Technician 5	>15	Varies by role
Engineer 1/Technologist 1	0-2	Engineering Interns, Entry-level Engineers,
Engineer 2/Technologist 2	2-5	Intermediate-level Engineer
Engineer 3/Technologist 3	4-8	Mid-level Engineer (PE), Professional Geologist (PG), Construction Site Engineer
Engineer 4/Technologist 4	6-10	Assistant Project Manager, Construction Site Engineer, Project Engineer, Cost Estimator, Scheduler
Engineer 5/Technologist 5	>10	Senior Engineer, Lead Discipline Engineer, Construction Manager, Modelers
Engineer 6/Technologist 6	>15	Project Manager, Senior Resident Project Representative, Lead Discipline Engineer, Senior Modelers
Engineer 7/Technologist 7	>15	Lead Discipline Engineer, Quality Control, Lead Cost Estimator, QC Modelers
Engineer 8/Technologist 8	>20	Senior Project Manager, Regional Practice Leader, Engineering Manager, Program Manager, Principal Modelers
Engineer 9/Technologist 9	>20	Regional Technology Leader, Quality Control Lead, Subject Matter Expert
Engineer 10/Technologist 10	>25	Global Practice Leader, Senior Technologist, Senior Program Manager, Senior Construction Manager
Engineer 11/Technologist 11	>25	Industry Leader – Technical Advisor, Senior Vice President
Engineer 12/Technologist 12	>25	Industry Leader – Technical Advisor, Executive Vice President, Principal
Project Assistant	Any	Varies by role
Note: This information represents typical information and is not necessarily relevant for every employee. Labor categories are generally assigned depending upon level of education, raw salary, technical experience, and industry expertise.		

City of Palm Coast
Wastewater Program Management & Owner's Representative Services
Jacobs Proposed Billing Rates

2026 Base Rate With 3% Escalation
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Labor Category	2026	2027	2028	2029
Design Technician 1	\$75	\$77	\$79	\$81
Design Technician 2	\$105	\$108	\$111	\$114
Design Technician 3	\$135	\$139	\$143	\$147
Design Technician 4	\$160	\$165	\$170	\$175
Design Technician 5	\$190	\$196	\$202	\$208
Engineer 1/Technologist 1	\$75	\$77	\$79	\$81
Engineer 2/Technologist 2	\$105	\$108	\$111	\$114
Engineer 3/Technologist 3	\$135	\$139	\$143	\$147
Engineer 4/Technologist 4	\$160	\$165	\$170	\$175
Engineer 5/Technologist 5	\$189	\$195	\$201	\$207
Engineer 6/Technologist 6	\$218	\$225	\$232	\$239
Engineer 7/Technologist 7	\$238	\$245	\$252	\$260
Engineer 8/Technologist 8	\$266	\$274	\$282	\$290
Engineer 9/Technologist 9	\$294	\$303	\$312	\$321
Engineer 10/Technologist 10	\$311	\$320	\$330	\$340
Engineer 11/Technologist 11	\$338	\$348	\$358	\$369
Engineer 12/Technologist 12	\$392	\$404	\$416	\$428
Project Assistant	\$90	\$93	\$96	\$99

*Note: rates shown above based on calendar year and include escalation
Escalation will be fixed at 3.0% per year starting 1/1/2027 and applied to all billing rates at the beginning of each calendar year.*

<u>Year</u>	<u>Escalation</u>
2026	3%
2027	3%
2028	3%
2029	3%

Based on Notice-to-Proceed (NTP) 7/15/2026 and project duration of 3 years



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

Agenda Date: July 7, 2026

Agenda Item: L.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 14, 2026 Workshop Meeting (9 a.m.)	PRESENTER
Presentation	Proposed General Fund, Facilities, IT Budget & TRIM Rate Discussion	Financial Services
Resolution	Initial Nuisance Abatement	Grossman
Presentation	Annual Report	Gonzalez
Presentation	CDBG Update	Gonzalez
Presentation	Unused Funds	Cote
Ordinance	Historical Preservation	Duffy
	July 21, 2026 Business Meeting (9 a.m.)	PRESENTER
Proclamation	Water Quality	Council
Appointments	Code Enforcement Board/ Planning/VFPB	Cook
Resolution	Westward Expansion Abandonment of DRI	Papa/Nguyen
Resolution	CRA Purchase and Sale of 8.5 Acres	Smith/McKinney
Resolution	Urban Tenant Grant Update	Zobler
Resolution	Adopt Proposed Millage Rate (TRIM Rate)	Financial Services
Resolution	Initial Nuisance Abatement	Grossman
Resolution	City-Wide Electrical and Low Voltage Services	Akins
Resolution	CDBG Action Plan	Gonzalez
Resolution	Water Quality Evaluation	Roche
Resolution	Naming of Public Facilities	Hirst
	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	Westward Expansion Annexation City Owned Property	Nguyen/Papa
Ordinance 1st	Western Parcel FLUM	Nguyen/Papa
Ordinance 1st	Western Parcel MPD	Nguyen/Papa
Resolution	Work Order with Connect Consulting for West Well Field Test Boring	Roche/Roussell
Resolution	Hydraulic Modeling	Roche
Resolution	Water Supply Plan	Roche
	August 11, 2026 Workshop Meeting (9 a.m.)	PRESENTER
Presentation	5 Year Capital Improvement Plan, all Capital Funds, Fleet Proposed Budgets	Cote, Roche, Mancill
Presentation	Review of Code Enforcement Sections Related to Animal Control	Grossman
Presentation	LDC Wrap Up	Community Development
	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
	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
Ordinance 1st	Red Mill Pointe MPD	Hanson
	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
Ordinance 2nd	Red Mill Pointe MPD	Hanson
	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	Cultural Arts Facility Master Plan	Gebo
Resolution	Belle Terre Park Master Plan Study	Gebo
Ordinance	Red Mill Pointe - MPD	Hanson
Resolution	Flagler Landings Technical Site Plan Tier 3	Hanson
Resolution	YMCA Agreement	Hirst
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	City-Wide Floodwise	Morales
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 Landings Proportionate Share Agreement	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
Resolution	City-wide Survey Services	Smith



Meeting Calendar for 7/14/2026 through 12/29/2026

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

9/1/2026

City Council Business Meeting
City Hall



Meeting Calendar for 7/14/2026 through 12/29/2026

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

11/10/2026

City Council Workshop
City Hall



Meeting Calendar for 7/14/2026 through 12/29/2026

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