

BPO Mgr. Approval

DS
JR



CONTRACT EXECUTIVE OVERVIEW (Construction)

Vendor Name PBM Constructors, Inc.

Project Name: WTP #1 Wellfield Expansion: Equip SW-147 and SW-148 and New Raw Water Main

Bid/Reference # ITB-UT-26-07

Contract Value \$ 1,106,750

Resolution # 2026-36

City Council Approval Date: 03/17/2026

Standard Contract Template (Y/N): Y

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

Days to Substantial Completion 240

Days to Final Completion 30

City's Project Manager Nency Thakkar

Engineer of Record McKim & Creed

Brief Description/Purpose:

Construction contract for WTP #1 Wellfield Expansion: Equip SW-147 and SW-148 and New Raw Water Main.

Approvals:

Responsible Dept. Director *Brian Roche* Signed by: 0217FE7182744DB... Date: Apr 22, 2026 | 11:33 PM EDT

City Finance *Helena Alves* Signed by: 4F2A3892B67B492... Date: Apr 2, 2026 | 9:21 AM EDT

City Attorney *Marcus Duffy* Signed by: A9D59FA5D9FD417... Date: Apr 2, 2026 | 4:27 PM EDT

City Manager *Mike McElotkin* Signed by: D7DF1A254975438... Date: Apr 23, 2026 | 5:19 AM EDT

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



City of PALM COAST

Finance Department
Budget & Procurement Office

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

This DocuSign contains the Construction Contract (“Contract”) between your company and the City of Palm Coast for the ITB-UT-26-07 WTP #1 Wellfield Expansion: Equip SW-147 and SW-148 and New Raw Water Main Project.

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

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

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



- Copy of Payment and Performance Bonds



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

The term of the Contract is two hundred and forty (240) consecutive calendar days from Notice to Proceed Commencement Date to Substantial Completion with an additional thirty (30) consecutive calendar days from Substantial to Final Completion. Please note that liquidated damages do apply to this Contract and will be assessed at \$1,000.00 per day for each day the project extends beyond Substantial Completion, and an additional \$250.00 per day for each day the project extends beyond Final Completion.

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

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

Sincerely,

Nathalie Garcia

Nathalie Garcia
Sr. Contracts and Procurement Coordinator





CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is dated as of the 23rd day of April _____, 2026, by and between PBM CONSTRUCTORS, INC. duly authorized to conduct business in the State of Florida, whose address is 3000 Faye Road, Jacksonville, Florida 32226 hereinafter called the "CONTRACTOR", and THE CITY OF PALM COAST, a political subdivision of the State of Florida, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, hereinafter called the "CITY". CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WITNESSETH:

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

Furnish all labor, material, equipment, tools, supervision and any other items required in order to furnish and install approximately 955 feet of 8-inch HDPE pipe and 965 feet of 6-inch PVC raw water main pipe. Also included are three (3) directional drills, valves, connections, restoration, the equipping of two (2) potable water supply wells and providing two (2) generators.

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

ITB-UT-26-07 WTP #1 Wellfield Expansion: Equip SW-147 and SW-148 and New Raw Water Main

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean McKim & Creed.

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

Section 3. Contract Time.

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

(b) The Work shall be substantially completed as described in subsection Project Manual ITB-UT-26-07 14.13 of the General Conditions ("General Conditions"), within two hundred and forty (240)

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

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

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

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

Section 4. Contract Price.

(a) CITY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). The CONTRACTOR's total compensation is **ONE MILLION, ONE HUNDRED SIX THOUSAND, SEVEN HUNDRED AND FIFTY DOLLARS (\$1,106,750.00)** subject only to increases or decreases made in strict conformance with the Contract Documents.

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

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

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

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

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

Section 5. Payment Procedures.

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

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

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

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

Section 6. Retainage and Withholding Payment for Breach

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

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

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

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

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

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

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

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

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

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

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

(i) The CONTRACTOR's resident Superintendent at the Work site shall be: Dale Davis 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.

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

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

Section 8. Contract Documents. The Contract Documents including the Bidding Documents and the Bid that was submitted by the CONTRACTOR for ITB-UT-26-07 WTP #1 Wellfield Expansion: Equip SW-147 and SW-148 and New Raw Water Main comprise the entire agreement between CITY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Contract.
- (b) Addenda.
- (c) Bid.
- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond.

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

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

Section 9. Liquidated Damages.

(a) The CITY and CONTRACTOR recognize that time is essential to the performance of this Contract and CONTRACTOR recognizes that the CITY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in

proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the CITY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay CITY as liquidated damages, and not as a penalty, **ONE THOUSAND and No/100 DOLLARS (\$1000.00)** per Day for each Day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the CITY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

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

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

Section 10. Miscellaneous.

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

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

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

Section 11. Contractor's Specific Consideration. In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, CITY specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of CITY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

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

TO CONTRACTOR:

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

TO CITY:

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

Section 13. Conflict of Interest.

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

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

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

Section 14. Material Breaches of Contract.

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

(b) Upon a material breach of the Contract Documents related to life safety, as determined by ENGINEER, the ENGINEER shall issue a stop work order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the stop work

order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle CITY to terminate this Contract. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

Section 15. E-Verify Registration and Use

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

- (a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- (b) All persons (including subvendors/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.

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

Signed by:
By: Mike McGlothlin
D7DF1A254975438...

Name: Michael McGlothlin
Title: City Manager
Date: Apr 23, 2026 | 5:19 AM EDT

PBM CONSTRUCTORS, INC.

DocuSigned by:
By: William B. Moore
332C088CADD47E2D
Authorized Signatory

Name: William B. Moore
Title: President
Date: Mar 31, 2026 | 10:35 AM EDT

**BID FORM A
BID SCHEDULE**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
1	Mobilization / Demobilization (Max. 5% of Bid)	1	LS	\$10,000.00	\$10,000.00
2	Survey and Layout	1	LS	\$10,000.00	\$10,000.00
3	Furnish & Install Raw Water Main with Restrained Joints				
	a. 4-inch PVC	240	LF	\$22.00	\$5,280.00
	b. 6-inch PVC	160	LF	\$30.00	\$4,800.00
4	Furnish & Install Raw Water Main with Non-Restrained Joints				
	a. 4-inch PVC	490	LF	\$15.00	\$7,350.00
	b. 6-inch PVC	70	LF	\$28.00	\$1,960.00
5	Furnish & Install Compact Ductile Iron Fittings	0.19	TON	\$50,000.00	\$9,500.00
6	Furnish & Install Valves and Valve Boxes				
	a. 4-inch Gate	4	EA	\$3,500.00	\$14,000.00
	b. 6-inch Gate	2	EA	\$4,500.00	\$9,000.00
7	Cut-Ins and Connections to Existing Mains				
	a. 16" x 6" Wet Tap	2	EA	\$10,000.00	\$20,000.00
8	Furnish & Install Air Release Valve Assembly & Vault				
	a. Standard	6	EA	\$10,000.00	\$60,000.00
9	Directional Drill Road/Utility Crossings with DR11 HDPE Pipe				
	a. 6-inch, 390 foot, Utility Installation along Palm Coast Parkway East	1	LS	\$36,000.00	\$36,000.00
	b. 6-inch, 405 foot, Utility Installation along Bridgehaven Drive	1	LS	\$40,000.00	\$40,000.00
	c. 8-inch, 170 foot, Utility Installation crossing Pine Lakes Parkway	1	LS	\$22,000.00	\$22,000.00

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
10	Equip Well Sites				
	a. SW-147				
	1) Pumps/Motors/Drop Pipe	1	LS	\$32,000.00	\$32,000.00
	2) Electrical/I&C Equipment	1	LS	\$130,000.00	\$130,000.00
	3) Generator	1	LS	\$75,000.00	\$75,000.00
	4) Piping, Fittings, Valves	1	LS	\$50,000.00	\$50,000.00
	5) Concrete	1	LS	\$25,000.00	\$25,000.00
	6) Site Improvements	1	LS	\$40,000.00	\$40,000.00
	b. SW-148				
	1) Pumps/Motors/Drop Pipe	1	LS	\$45,000.00	\$45,000.00
	2) Electrical/I&C Equipment	1	LS	\$130,000.00	\$130,000.00
	3) Generator	1	LS	\$75,000.00	\$75,000.00
	4) Piping, Fittings, Valves	1	LS	\$45,000.00	\$45,000.00
	5) Concrete	1	LS	\$25,000.00	\$25,000.00
	6) Site Improvements	1	LS	\$40,000.00	\$40,000.00
11	Furnish and Install Meter Boxes for Directional Drill	6	EA	\$5,000.00	\$30,000.00
12	Pavement Removal & Replacement				
	a. Asphalt Patch	35	SY	\$150.00	\$5,250.00
	b. 6" Concrete Pavement (at SW-148)	150	SY	\$80.00	\$12,000.00
	c. 12" Stabilized Driveway (14' width at SW-147)	350	SY	\$50.00	\$17,500.00
	d. Concrete Sidewalk	10	SY	\$80.00	\$800.00
	e. Concrete Curb & Gutter	25	SY	\$700.00	\$17,500.00
13	Cleaning and Pigging Raw Water Main	1	LS	\$2,000.00	\$2,000.00
14	Bacteriological Clearance	1	LS	\$1,000.00	\$1,000.00
15	Clearing & Grubbing	0.15	ACRES	\$10,000.00	\$1,500.00
16	Furnish & Install Bahia Sod	3,265	SY	\$4.00	\$13,060.00
17	Furnish & Install Seed & Mulch	700	SY	\$2.50	\$1,750.00

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
18	Furnish & Install Landscaping				
	a. SW-148	1	LS	\$12,000.00	\$12,000.00
19	Erosion & Sedimentation Control	1	LS	\$5,000.00	\$5,000.00
20	Maintenance of Traffic	1	LS	\$6,500.00	\$6,500.00
21	Submit Certified "As-Built" Drawings	1	LS	\$10,000.00	\$10,000.00
22	Indemnification (Max 1% of Bid)	1	LS	\$9,000.00	\$9,000.00

TOTAL BID (Item No. 1-22) : \$ 1,106,750.00
 (FIGURES)

One million one hundred six thousand seven hundred fifty dollars and zero cents
 (IN WORDS)

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

**BID FORM A
 BID SCHEDULE**

(Unit Prices for Adjustment)

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

ITEM DESCRIPTION	UNIT	UNIT PRICE
CONCRETE	CY	\$ 2,000.00
REINFORCING STEEL	TON	\$ 3,000.00

ALTERNATES – NOT APPLICABLE

Bidder shall set forth in the space provided, the amount to be added or deducted from the base bid amount. Alternates provided below will be reviewed and accepted or rejected at City's option. Accepted Alternates will be identified in the City-Contractor Contract.

ITEM #	PAY ITEM #	BID ALTERNATE #1	QTY	UNIT	UNIT COST	AMOUNT

Total Amount of Bid Alternate #1 \$ _____
 _____ (spelled out)

ITEM #	PAY ITEM #	BID ALTERNATE #2	QTY	UNIT	UNIT COST	AMOUNT

Total Amount of Bid Alternate #2 \$ _____
 _____ (spelled out)

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

**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.

PBM Constructors, Inc.
(Bidder Company Name)

By: 
Signature

Print: William B. Moore
Print Name

Date: 1/8/2026

Title: President

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

William B. Moore

Print Name: William B. Moore

Title: President

Date: 1/8/2026

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 8th day of January, 2026 by William B. Moore [name of officer or agent, title of officer or agent] of PBM Constructors Inc [name of contractor company acknowledging], a Florida [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.

Rebecca Santiago
Notary Public



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

Rebecca S Santiago
Name typed, printed or stamped

My Commission Expires: 2/11/27

QUALIFICATION FORM K
FOREIGN COUNTRY OF CONCERN ATTESTATION

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

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

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

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

Printed Name: William B. Moore

Title: President

Signature: 

Date: 1/8/2026

QUALIFICATION FORM L
ANTI-HUMAN TRAFFICKING AFFIDAVIT

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Duval

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of PBM Constructors, 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: 1/8/2026

Signed: *William B Moore*

Entity: PBM Constructors, Inc.

Name: William B. Moore

Title: President

Sworn to (or affirmed) and subscribed before me this 8th day of January, 2026, by William B Moore

Notary Signature

Rebecca S. Santiago

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known

OR Produced Identification _____

Type of Identification Produced _____



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

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/11/25, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0994372 02

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint BRADFORD W. BUSH, KYLE C. WHITMAN, CLARENCE F. GREENE, III, TINA MONTANEZ, ALEXANDRA RAIMONDI, JOINTLY OR SEVERALLY

of JACKSONVILLE and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, consents of surety, or other instruments or contracts of suretyship in any penal limit, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Vice President, Surety and their corporate seals to be hereto affixed this 11th day of SEPTEMBER A.D., 2025 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

By: Gary W. Stumper, Vice President, Surety

State of Ohio County of Medina ss.:

On this 11th day of SEPTEMBER A.D., 2025 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is Vice President, Surety of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Handwritten signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Kathleen Golovan, Chief Administrative Officer & Corporate Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of



Handwritten signature of Kathleen Golovan

Kathleen Golovan, Chief Administrative Officer & Corporate Secretary



SECTION 00600
PERFORMANCE BOND FORM REQUIREMENTS

City of Palm Coast Contract No. ITB-UT-26-07

REQUIREMENTS:

- 100% OF CONTRACT PRICE
- Date of the Bond must not be prior to date of Contract. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is Partnership, all partners shall execute the Bond.
- Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by CITY.
- All Bonds shall be originals and issued or countersigned by a local producing agent who is a resident of the State of Florida.
- Attorneys-in-fact who sign Bonds must file with such Bond a certified copy of their power of attorney to sign such Bond.
- Agents of Surety companies must list their name, address and telephone number on all Bonds.
- THE FOLLOWING FORM MUST BE UTILIZED – NO OTHER FORM WILL BE ACCEPTED.



Bond Number 525793N

PERFORMANCE BOND
City of Palm Coast Contract No. ITB-UT-26-07

KNOW ALL MEN BY THESE PRESENTS: that

PBM Constructors, Inc.
(Name of CONTRACTOR)
3000 Faye Road, Jacksonville, FL 32226
(Address of CONTRACTOR)

Contractor's Telephone Number: (904) 714-6353

a corporation, hereinafter called Principal, and
(Corporation, Partnership or Individual)

Westfield Insurance Company
(Name of Surety)
P.O. Box 5001, Westfield Center, OH 44251
(Address of Surety)

Surety's Telephone Number: (800) 243-0210

hereinafter called Surety, are held and firmly bound unto THE CITY OF PALM COAST, 160 LAKE AVENUE, PALM COAST, FL 32164, hereinafter called CITY, in the sum of One Million One Hundred Six Thousand Seven Hundred Fifty and 00/100 DOLLARS, (\$ 1,106,750.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than one hundred percent (100%) of the Contract Price.

City of Palm Coast Telephone Number: (386) 986-3730

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the CITY, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of WTP #1 WELLFIELD EXPANSION: EQUIP SW-147 AND SW-148 AND NEW RAW WATER MAIN (the "Contract").

General description of the Work: The Contractor shall furnish all labor, material, equipment, tools, supervision and any other items required in order to furnish and install approximately 955 feet of 8-inch HDPE pipe and 965 feet of 6-inch PVC raw water main pipe. Also included are three (3) directional drills, valves, connections, restoration, the equipping of two (2) potable water supply wells and providing two (2) generators.

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes and the Contract referenced above, as the same may be amended.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and contracts of said Contract including, but not limited to the insurance provisions, guaranty period and the warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays CITY all liquidated damages, losses, damages, delay damages, expenses, costs and attorneys' fees, including costs and attorney's fees on appeal that CITY sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and
3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the CITY from all costs and damages which it may suffer by reason or failure to do so, then this Bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above referenced Contract and the Contract Documents of which the Contract is a part.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract Documents of which the Contract is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to the CITY for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees and costs on appeal) resulting from any failure to perform.

in the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the CITY harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder. This subsection shall survive the termination or cancellation of this Performance Bond.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Contract under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered performance under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents, and (ii) Surety's offers to CITY to buy back the Bond. The Surety agrees that its obligation under the Bond is to: (i) take over performance of the Principal's Work and be the completing Surety even if performance of the Principal's Work exceeds the Principal's Contract Price or (ii) re-bid and re-let the Principal's Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by CITY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon CITY's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by CITY and Principal without the Surety's knowledge or consent (ii) the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding. The filing of bankruptcy by the Principal shall be an automatic default under the Contract.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance with Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Contract Documents.

The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

For all contracts entered into on or after October 1, 2012, the contractor is now required to provide the public entity with a certified copy of the recorded Bond prior to commencing the work or recommencing the work after a default.

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

Any action instituted by a claimant under this Bond must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this Bond.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20_____.

ATTEST:

By William B. Moore PBM Constructors, Inc.
(Principal) Secretary Principal (Contractor)

Name William B. Moore (Type)

Title President / Secretary

Address 3000 Faye Road

City/State/Zip Jacksonville, FL 32226

Justin Grey
Witness to Principal

Name Justin Grey
(Type)

Kevin J. Furey
Witness to Principal

Name KEVIN J. FUREY
(Type)

ATTEST:

By Alexandra Raimondi Westfield Insurance Company
(Agent) Secretary Secretary

Name Alexandra Raimondi (Type) Phone No. (904) 398-1234 Email: alexandra.raimondi@hubinternational.com

Nita Butler
Witness as to Surety

Name Nita Butler
(Type)

By Tina Montanez
Attorney-in-Fact

Name Tina Montanez
(Type)



Kyle Whitman
Witness as to Surety

Name Kyle Whitman
(Type)

Address 10739 Deerwood Park Blvd., Suite 200
Jacksonville, FL 32256

Phone No. (904) 398-1234

Email: tina.montanez@hubinternational.com

END OF SECTION

RESOLUTION 2026- 36
WTP 1 WELLFIELD EXPANSION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A CONTRACT WITH PBM CONSTRUCTORS, INC., FOR THE WTP #1 WELLFIELD EXPANSION: EQUIP SW-147 AND SW-148 AND NEW RAW WATER MAIN, 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, PBM Constructors, Inc., desires to provide construction services for the WTP #1 wellfield expansion: equip SW-147 and SW-148 and new raw water main 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 CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of a contract with PBM Constructors, Inc., and WTP #1 wellfield expansion: equip SW-147 and SW-148 and new raw water main as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE. The City Manager, or designee has the authorization 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 contract for changes totaling less than \$50,000.00 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 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.

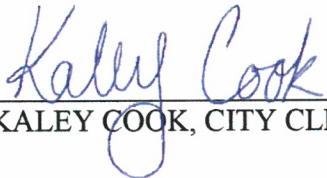
SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.


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 17th day of March 2026.

ATTEST:


KALEY COOK, CITY CLERK

CITY OF PALM COAST

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY


MARCUS DUFFY, CITY ATTORNEY



Attachment: Exhibit "A" – Draft Contract PBM Constructors, Inc.



CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is dated as of the _____ day of _____, 2026, by and between PBM CONSTRUCTORS, INC. duly authorized to conduct business in the State of Florida, whose address is 3000 Faye Road, Jacksonville, Florida 32226 hereinafter called the "CONTRACTOR", and THE CITY OF PALM COAST, a political subdivision of the State of Florida, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, hereinafter called the "CITY". CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WITNESSETH:

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

Furnish all labor, material, equipment, tools, supervision and any other items required in order to furnish and install approximately 955 feet of 8-inch HDPE pipe and 965 feet of 6-inch PVC raw water main pipe. Also included are three (3) directional drills, valves, connections, restoration, the equipping of two (2) potable water supply wells and providing two (2) generators.

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

ITB-UT-26-07 WTP #1 Wellfield Expansion: Equip SW-147 and SW-148 and New Raw Water Main

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean McKim & Creed.

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

Section 3. Contract Time.

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

(b) The Work shall be substantially completed as described in subsection Project Manual ITB-UT-26-07 14.13 of the General Conditions ("General Conditions"), within two hundred and forty (240)

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

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

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

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

Section 4. Contract Price.

(a) CITY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). The CONTRACTOR's total compensation is **ONE MILLION, ONE HUNDRED SIX THOUSAND, SEVEN HUNDRED AND FIFTY DOLLARS (\$1,106,750.00)** subject only to increases or decreases made in strict conformance with the Contract Documents.

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

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

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

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

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

Section 5. Payment Procedures.

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

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

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

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

Section 6. Retainage and Withholding Payment for Breach

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

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

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

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

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

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

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

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

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

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

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

(i) The CONTRACTOR's resident Superintendent at the Work site shall be: Dale Davis 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.

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

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

Section 8. Contract Documents. The Contract Documents including the Bidding Documents and the Bid that was submitted by the CONTRACTOR for ITB-UT-26-07 WTP #1 Wellfield Expansion: Equip SW-147 and SW-148 and New Raw Water Main comprise the entire agreement between CITY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Contract.
- (b) Addenda.
- (c) Bid.
- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond.

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

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

Section 9. Liquidated Damages.

(a) The CITY and CONTRACTOR recognize that time is essential to the performance of this Contract and CONTRACTOR recognizes that the CITY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in

proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the CITY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay CITY as liquidated damages, and not as a penalty, **ONE THOUSAND and No/100 DOLLARS (\$1000.00)** per Day for each Day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the CITY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

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

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

Section 10. Miscellaneous.

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

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

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

Section 11. Contractor's Specific Consideration. In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, CITY specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of CITY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

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

TO CONTRACTOR:

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

TO CITY:

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

Section 13. Conflict of Interest.

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

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

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

Section 14. Material Breaches of Contract.

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

(b) Upon a material breach of the Contract Documents related to life safety, as determined by ENGINEER, the ENGINEER shall issue a stop work order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the stop work

order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle CITY to terminate this Contract. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

Section 15. E-Verify Registration and Use

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

- (a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- (b) All persons (including subvendors/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.

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

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

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

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

CITY OF PALM COAST

PBM CONSTRUCTORS, INC.

By: _____

By: _____

Authorized Signatory

Name: Michael McGlothlin

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

**BID FORM A
BID SCHEDULE**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
1	Mobilization / Demobilization (Max. 5% of Bid)	1	LS	\$10,000.00	\$10,000.00
2	Survey and Layout	1	LS	\$10,000.00	\$10,000.00
3	Furnish & Install Raw Water Main with Restrained Joints				
	a. 4-inch PVC	240	LF	\$22.00	\$5,280.00
	b. 6-inch PVC	160	LF	\$30.00	\$4,800.00
4	Furnish & Install Raw Water Main with Non-Restrained Joints				
	a. 4-inch PVC	490	LF	\$15.00	\$7,350.00
	b. 6-inch PVC	70	LF	\$28.00	\$1,960.00
5	Furnish & Install Compact Ductile Iron Fittings	0.19	TON	\$50,000.00	\$9,500.00
6	Furnish & Install Valves and Valve Boxes				
	a. 4-inch Gate	4	EA	\$3,500.00	\$14,000.00
	b. 6-inch Gate	2	EA	\$4,500.00	\$9,000.00
7	Cut-Ins and Connections to Existing Mains				
	a. 16" x 6" Wet Tap	2	EA	\$10,000.00	\$20,000.00
8	Furnish & Install Air Release Valve Assembly & Vault				
	a. Standard	6	EA	\$10,000.00	\$60,000.00
9	Directional Drill Road/Utility Crossings with DR11 HDPE Pipe				
	a. 6-inch, 390 foot, Utility Installation along Palm Coast Parkway East	1	LS	\$36,000.00	\$36,000.00
	b. 6-inch, 405 foot, Utility Installation along Bridgehaven Drive	1	LS	\$40,000.00	\$40,000.00
	c. 8-inch, 170 foot, Utility Installation crossing Pine Lakes Parkway	1	LS	\$22,000.00	\$22,000.00

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
10	Equip Well Sites				
	a. SW-147				
	1) Pumps/Motors/Drop Pipe	1	LS	\$32,000.00	\$32,000.00
	2) Electrical/I&C Equipment	1	LS	\$130,000.00	\$130,000.00
	3) Generator	1	LS	\$75,000.00	\$75,000.00
	4) Piping, Fittings, Valves	1	LS	\$50,000.00	\$50,000.00
	5) Concrete	1	LS	\$25,000.00	\$25,000.00
	6) Site Improvements	1	LS	\$40,000.00	\$40,000.00
	b. SW-148				
	1) Pumps/Motors/Drop Pipe	1	LS	\$45,000.00	\$45,000.00
	2) Electrical/I&C Equipment	1	LS	\$130,000.00	\$130,000.00
	3) Generator	1	LS	\$75,000.00	\$75,000.00
	4) Piping, Fittings, Valves	1	LS	\$45,000.00	\$45,000.00
	5) Concrete	1	LS	\$25,000.00	\$25,000.00
	6) Site Improvements	1	LS	\$40,000.00	\$40,000.00
11	Furnish and Install Meter Boxes for Directional Drill	6	EA	\$5,000.00	\$30,000.00
12	Pavement Removal & Replacement				
	a. Asphalt Patch	35	SY	\$150.00	\$5,250.00
	b. 6" Concrete Pavement (at SW-148)	150	SY	\$80.00	\$12,000.00
	c. 12" Stabilized Driveway (14' width at SW-147)	350	SY	\$50.00	\$17,500.00
	d. Concrete Sidewalk	10	SY	\$80.00	\$800.00
	e. Concrete Curb & Gutter	25	SY	\$700.00	\$17,500.00
13	Cleaning and Pigging Raw Water Main	1	LS	\$2,000.00	\$2,000.00
14	Bacteriological Clearance	1	LS	\$1,000.00	\$1,000.00
15	Clearing & Grubbing	0.15	ACRES	\$10,000.00	\$1,500.00
16	Furnish & Install Bahia Sod	3,265	SY	\$4.00	\$13,060.00
17	Furnish & Install Seed & Mulch	700	SY	\$2.50	\$1,750.00

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
18	Furnish & Install Landscaping				
	a. SW-148	1	LS	\$12,000.00	\$12,000.00
19	Erosion & Sedimentation Control	1	LS	\$5,000.00	\$5,000.00
20	Maintenance of Traffic	1	LS	\$6,500.00	\$6,500.00
21	Submit Certified "As-Built" Drawings	1	LS	\$10,000.00	\$10,000.00
22	Indemnification (Max 1% of Bid)	1	LS	\$9,000.00	\$9,000.00

TOTAL BID (Item No. 1-22) : \$ 1,106,750.00
 (FIGURES)

One million one hundred six thousand seven hundred fifty dollars and zero cents
 (IN WORDS)

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

**BID FORM A
BID SCHEDULE**

(Unit Prices for Adjustment)

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

ITEM DESCRIPTION	UNIT	UNIT PRICE
CONCRETE	CY	\$ 2,000.00
REINFORCING STEEL	TON	\$ 3,000.00

ALTERNATES – NOT APPLICABLE

Bidder shall set forth in the space provided, the amount to be added or deducted from the base bid amount. Alternates provided below will be reviewed and accepted or rejected at City's option. Accepted Alternates will be identified in the City-Contractor Contract.

ITEM #	PAY ITEM #	BID ALTERNATE #1	QTY	UNIT	UNIT COST	AMOUNT

Total Amount of Bid Alternate #1 \$ _____
 _____ (spelled out)

ITEM #	PAY ITEM #	BID ALTERNATE #2	QTY	UNIT	UNIT COST	AMOUNT

Total Amount of Bid Alternate #2 \$ _____
 _____ (spelled out)

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

**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.

PBM Constructors, Inc.
(Bidder Company Name)

By: 
Signature

Print: William B. Moore
Print Name

Date: 1/8/2026

Title: President

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

William B. Moore

Print Name: William B. Moore

Title: President

Date: 1/8/2026

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 8th day of January, 2026 by William B. Moore [name of officer or agent, title of officer or agent] of PBM Constructors Inc [name of contractor company acknowledging], a Florida [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.

Rebecca Santiago
Notary Public



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

Rebecca S Santiago
Name typed, printed or stamped

My Commission Expires: 2/11/27

QUALIFICATION FORM K
FOREIGN COUNTRY OF CONCERN ATTESTATION

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

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

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

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

Printed Name: William B. Moore

Title: President

Signature: 

Date: 1/8/2026

QUALIFICATION FORM L
ANTI-HUMAN TRAFFICKING AFFIDAVIT

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Duval

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of PBM Constructors, 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: 1/8/2026

Signed: *William B Moore*

Entity: PBM Constructors, Inc.

Name: William B. Moore

Title: President

Sworn to (or affirmed) and subscribed before me this 8th day of January, 2026, by William B Moore

Notary Signature

Rebecca S. Santiago

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known

OR Produced Identification

Type of Identification Produced



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



City of PALM COAST

Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: ITB-UT-26-07 WTP #1 WELLFIELD EXPANSION: EQUIP SW-147 AND SW-148 AND NEW RAW WATER MAIN

Date: 2/12/2026

Appeal Deadline: Appeals must be filed by 5:00 PM on 2/16/2026

Firm	Bid
PBM Constructors, Inc. Jacksonville, FL	\$1,106,750.00
Hazen Construction New Smyrna Beach, FL	\$1,191,600.00
McMahan Construction Co. Inc. DeLand, FL	\$1,356,680.00
Badger Drilling LLC Jacksonville, FL	\$1,465,322.25
Southern Underground Industries, Inc. Deerfield Beach, FL	\$1,517,030.00
Clearwater Solutions Ocala, FL	\$1,568,013.27
Sawcross Inc. Jacksonville, FL	\$2,008,110.00

The intent of the City of Palm Coast is to award ITB-UT-26-07 to **PBM Constructors, Inc.**

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



For questions regarding this Notice of Intent to Award please contact: Taya Hoff, Procurement Coordinator, at Thoff@palmcoastgov.com.

Bid protests shall be resolved in accordance with Section 2-29, Code of Ordinances, City of Palm Coast, Florida.

A proposer may protest the results of this intended award of this Bid within three (3) business days from the posting of this recommendation to award. The proposer must file a written protest explaining in detail the nature of the protest and the grounds upon which it is based.

*Failure to file a written protest with 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.*



ITB-UT-26-07 - WTP #1 WELLFIELD EXPANSION: EQUIP SW-147 AND SW-148 AND NEW RAW WATER MAIN

Project Overview

Project Details	
Reference ID	ITB-UT-26-07
Project Name	WTP #1 WELLFIELD EXPANSION: EQUIP SW-147 AND SW-148 AND NEW RAW WATER MAIN
Project Owner	Taya Hoff
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The City of Palm Coast is seeking proposals from qualified Contractors. The Contractor shall furnish all labor, material, equipment, tools, supervision and any other items required in order to furnish and install approximately 955 feet of 8-inch HDPE pipe and 965 feet of 6-inch PVC raw water main pipe. Also included are three (3) directional drills, valves, connections, restoration, the equipping of two (2) potable water supply wells and providing two (2) generators.
Open Date	Nov 12, 2025 8:00 AM EST
Intent to Bid Due	Jan 07, 2026 2:00 PM EST
Close Date	Jan 08, 2026 2:00 PM EST



Awarded Suppliers	Reason	Score
PBM Constructors, Inc.		100 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Section 00100, Forms A-L (Except Form C)	Jan 08, 2026 2:01 PM EST	Taya Hoff
Section 00200, Forms A-G, and Bidder Bid Form	Jan 08, 2026 2:01 PM EST	Taya Hoff
Construction Forms 5 & 6	Jan 08, 2026 2:01 PM EST	Taya Hoff
Bid Form A Bid Schedule	Jan 08, 2026 2:01 PM EST	Taya Hoff
Section 00100, Form C Financial Statements	Jan 08, 2026 2:23 PM EST	Taya Hoff
Bid Security	Jan 08, 2026 2:01 PM EST	Taya Hoff
Licenses (General Contractor and/or Underground Utility)	Jan 08, 2026 2:01 PM EST	Taya Hoff
Addendum 1 (Signed and Dated)	Jan 08, 2026 2:01 PM EST	Taya Hoff
Addendum 2 (Signed and Dated)	Jan 08, 2026 2:01 PM EST	Taya Hoff
Addendum 3 (Signed and Dated)	Jan 08, 2026 2:01 PM EST	Taya Hoff

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?
Mary Kronenberg, PMP	Jan 08, 2026 2:31 PM EST	No
Alex Blake	Jan 09, 2026 10:43 AM EST	No
Taya Hoff	Jan 08, 2026 2:01 PM EST	No
Nency Thakkar	Jan 08, 2026 2:08 PM EST	No
Michael Vespucci	Jan 12, 2026 8:43 AM EST	No



Project Criteria

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



Scoring Summary

Active Submissions

	Total	Administrative Review	Technical Review Qualification 00100	Technical Review Qualification 00200	Technical Review Construction Forms
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
PBM Constructors, Inc.	100 pts	Pass	Pass	Pass	Pass
Hazen Construction	92.88 pts	Pass	Pass	Pass	Pass
McMahan Construction Co., Inc.	81.58 pts	Pass	Pass	Pass	Pass
Badger Drilling LLC	75.53 pts	Pass	Pass	Pass	Pass
Southern Underground Industries	72.96 pts	Pass	Pass	Pass	Pass



	Total	Administrative Review	Technical Review Qualification 00100	Technical Review Qualification 00200	Technical Review Construction Forms
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Clearwater Solutions, LLC	70.58 pts	Pass	Pass	Pass	Pass
Sawcross Inc	55.11 pts	Pass	Pass	Pass	Pass

	Admin Review Addenda	Admin Bid Form Pricing Review	Admin Financial Review
Supplier	Pass/Fail	/ 100 pts	Pass/Fail
PBM Constructors, Inc.	Pass	100 pts (\$1,106,750.00)	Pass
Hazen Construction	Pass	92.88 pts (\$1,191,600.00)	Pass
McMahan Construction Co., Inc.	Pass	81.58 pts (\$1,356,680.00)	Pass



	Admin Review Addenda	Admin Bid Form Pricing Review	Admin Financial Review
Supplier	Pass/Fail	/ 100 pts	Pass/Fail
Badger Drilling LLC	Pass	75.53 pts (\$1,465,322.25)	Fail
Southern Underground Industries	Pass	72.96 pts (\$1,517,030.00)	Fail
Clearwater Solutions, LLC	Pass	70.58 pts (\$1,568,013.27)	Pass
Sawcross Inc	Pass	55.11 pts (\$2,008,110.00)	Pass



ENGINEERS

SURVEYORS

PLANNERS

January 20, 2026

M&C #028090095

Ms. Mary Kronenberg, PMP, MPA
City of Palm Coast
2 Utility Drive
Palm Coast, FL 32137

RE: WTP No. 1 Wellfield Expansion – Equip SW-147 and SW-148 and New Raw Water Main
ITB-UT-26-07 City of Palm Coast

Dear Ms. Kronenberg:

Bids were opened January 8, 2026, for the WTP No. 1 Wellfield Expansion – Equip SW-147 and SW-148 and New Raw Water Main. A total of seven (7) bids were received. A summary of the bidders and their respective Certified Tabulated submitted totals are listed below.

- | | |
|--|-----------------|
| 1. PBM Constructors, Inc. | \$1,106,750.00. |
| 2. Hazen Construction, LLC. | \$1,191,600.00. |
| 3. McMahan Construction Co., Inc. | \$1,356,680.00. |
| 4. Badger Drilling, LLC | \$1,432,573.85. |
| 5. Southern Underground Industries, Inc. | \$1,517,030.00. |
| 6. Clearwater Solutions, Inc. | \$1,558,570.45. |
| 7. Sawcross, Inc. | \$2,006,940.00. |

The Engineer’s Opinion of Probable Cost was \$1,444,207.60.

The apparent low bid was submitted by PBM Constructors, Inc. of Jacksonville, FL. All the required Forms, Licenses, Bid Bond and Acknowledgement of Addenda were satisfactorily completed and submitted as part of the Bid. The Materials and Equipment list has been revised so that all items listed are now included in the City’s Approved Materials List. A copy of the revised Materials and Equipment List is attached for your review.

Based upon the review of the bids and associated material, we recommend the City may award a contract to PBM Constructors, Inc. in the amount of \$1,106,750.00. Our Certified Bid Tabulation is enclosed for your use.

139 Executive Circle

Suite 201

Daytona Beach, FL 32114

386.274.2828

Fax 386.274.1393

www.mckimcreed.com

Please call if you have any questions.

Sincerely,

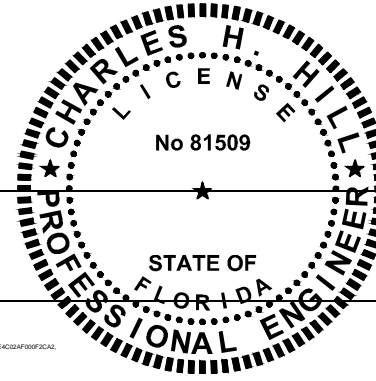
McKim & Creed, Inc.

Charles Hill, P.E., BCEE
Senior Project Manager

Enclosure

cc: Mr. Alex Blake, P.E., Utility Engineer III
Mr. Stephen Flanagan, Utility Development Manager

BID TABULATION
 WTP NO. 1 WELLFIELD EQUIP SW-147 SW-148 WELLS AND NEW RAW WATERMAIN
 CITY OF PALM COAST
 BID NO. ITB-UT-26-07



Bid Date: January 8, 2026 Certified True and Correct:

M&C Project Number: 028090095 Charles H Hill, P.E. 81509 McKim & Creed, Inc. Charles H Hill Engineer's Opinion of Probable Cost - \$1,444,207.60

ITEM NO.	DESCRIPTION	QTY	UNIT	PBM CONSTRUCTORS, INC		BADGER		CLEARWATER SOLUTIONS, INC		HAZEN CONSTRUCTION, LLC		MCMAHAN CONSTRUCTION CO, INC		SOUTHERN UNDERGROUND		SAWCROSS, INC	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization/Demobilization (Max 5% of Bid)	1	LS	\$10,000.00	\$10,000.00	\$69,696.00	\$69,696.00	\$72,593.85	\$72,593.85	\$44,500.00	\$44,500.00	\$65,000.00	\$65,000.00	\$72,500.00	\$72,500.00	\$95,000.00	\$95,000.00
2	Survey and Layout	1	LS	\$10,000.00	\$10,000.00	\$24,500.00	\$24,500.00	\$2,275.28	\$2,275.28	\$20,760.00	\$20,760.00	\$25,000.00	\$25,000.00	\$19,950.00	\$19,950.00	\$25,000.00	\$25,000.00
3	Furnish & Install Raw Water Main with Restrained Joints																
	a. 4-inch PVC	240	LF	\$22.00	\$5,280.00	\$43.75	\$10,500.00	\$88.29	\$21,189.60	\$65.00	\$15,600.00	\$60.00	\$14,400.00	\$49.00	\$11,760.00	\$8.00	\$1,920.00
	b. 6-inch PVC	160	LF	\$30.00	\$4,800.00	\$63.25	\$10,120.00	\$134.83	\$21,572.80	\$85.00	\$13,600.00	\$60.00	\$9,600.00	\$56.50	\$9,040.00	\$14.00	\$2,240.00
4	Furnish & Install Raw Water Main with Non-Restrained Joints																
	a. 4-inch PVC	490	LF	\$15.00	\$7,350.00	\$43.75	\$21,437.50	\$60.24	\$29,517.60	\$61.00	\$29,890.00	\$50.00	\$24,500.00	\$44.50	\$21,805.00	\$5.00	\$2,450.00
	b. 6-inch PVC	70	LF	\$28.00	\$1,960.00	\$63.25	\$4,427.50	\$211.41	\$14,798.70	\$80.00	\$5,600.00	\$50.00	\$3,500.00	\$53.50	\$3,745.00	\$12.00	\$840.00
5	Furnish & Install Compact Ductile Iron Fittings	0.19	TON	\$50,000.00	\$9,500.00	\$34.75	\$6.60	\$54,712.42	\$10,395.36	\$22,710.00	\$4,314.90	\$60,000.00	\$11,400.00	\$71,500.00	\$13,585.00	\$25,000.00	\$4,750.00
6	Furnish & Install Valves and Valve Boxes																
	a. 4-inch Gate	4	EA	\$3,500.00	\$14,000.00	\$3,027.00	\$12,108.00	\$2,283.15	\$9,132.60	\$1,940.00	\$7,760.00	\$3,000.00	\$12,000.00	\$2,065.00	\$8,260.00	\$1,000.00	\$4,000.00
	b. 6-inch Gate	2	EA	\$4,500.00	\$9,000.00	\$3,684.00	\$7,368.00	\$3,139.96	\$6,279.92	\$2,176.00	\$4,352.00	\$3,500.00	\$7,000.00	\$2,400.00	\$4,800.00	\$1,200.00	\$2,400.00
7	Cut-Ins and Connections to Existing Mains																
	a. 16" x 6" Wet Tap	2	EA	\$10,000.00	\$20,000.00	\$8,607.00	\$17,214.00	\$10,894.70	\$21,789.40	\$8,091.00	\$16,182.00	\$20,000.00	\$40,000.00	\$8,850.00	\$17,700.00	\$3,000.00	\$6,000.00
8	Furnish & Install Air Release Valve Assembly & Vault																
	a. Standard	6	EA	\$10,000.00	\$60,000.00	\$11,586.00	\$69,516.00	\$8,820.45	\$52,922.70	\$5,114.00	\$30,684.00	\$12,500.00	\$75,000.00	\$6,800.00	\$40,800.00	\$4,000.00	\$24,000.00
9	Directional Drill Road/Utility Crossings with DR11 HDPE Pipe																
	a. 6-inch, 390 ft, Utility Installation along Palm Coast Pkwy E	1	LS	\$36,000.00	\$36,000.00	\$21,450.00	\$21,450.00	\$40,946.99	\$40,946.99	\$34,822.00	\$34,822.00	\$35,000.00	\$35,000.00	\$36,465.00	\$36,465.00	\$26,000.00	\$26,000.00
	a. 6-inch, 405 ft, Utility Installation along Bridgehaven Dr.	1	LS	\$40,000.00	\$40,000.00	\$22,275.00	\$22,275.00	\$42,096.95	\$42,096.95	\$35,889.00	\$35,889.00	\$35,000.00	\$35,000.00	\$37,665.00	\$37,665.00	\$26,000.00	\$26,000.00
	a. 8-inch, 170 ft, Utility Installation along Pine Lakes Pkwy	1	LS	\$22,000.00	\$22,000.00	\$12,750.00	\$12,750.00	\$28,870.63	\$28,870.63	\$25,577.00	\$25,577.00	\$25,000.00	\$25,000.00	\$21,250.00	\$21,250.00	\$25,000.00	\$25,000.00
10	Equip Well Sites																
	a. SW-147																
	1.) Pumps/Motors/Drop Pipe	1	LS	\$32,000.00	\$32,000.00	\$37,500.00	\$37,500.00	\$148,191.12	\$148,191.12	\$78,880.00	\$78,880.00	\$135,000.00	\$135,000.00	\$159,500.00	\$159,500.00	\$90,000.00	\$90,000.00
	2.) Electrical/I&C Equipment	1	LS	\$130,000.00	\$130,000.00	\$75,264.75	\$75,264.75	\$55,660.92	\$55,660.92	\$134,432.00	\$134,432.00	\$70,000.00	\$70,000.00	\$62,500.00	\$62,500.00	\$300,000.00	\$300,000.00
	3.) Generator	1	LS	\$75,000.00	\$75,000.00	\$75,264.75	\$75,264.75	\$68,481.41	\$68,481.41	\$58,872.00	\$58,872.00	\$50,000.00	\$50,000.00	\$95,350.00	\$95,350.00	\$75,000.00	\$75,000.00
	4.) Pippings, Fittings, Valves	1	LS	\$50,000.00	\$50,000.00	\$62,000.00	\$62,000.00	\$63,398.74	\$63,398.74	\$65,772.00	\$65,772.00	\$91,000.00	\$91,000.00	\$70,000.00	\$70,000.00	\$110,000.00	\$110,000.00
	5.) Concrete	1	LS	\$25,000.00	\$25,000.00	\$27,500.00	\$27,500.00	\$37,149.96	\$37,149.96	\$22,961.00	\$22,961.00	\$30,000.00	\$30,000.00	\$9,950.00	\$9,950.00	\$50,000.00	\$50,000.00
	6.) Site Improvements	1	LS	\$40,000.00	\$40,000.00	\$34,000.00	\$34,000.00	\$67,579.51	\$67,579.51	\$28,432.00	\$28,432.00	\$23,000.00	\$23,000.00	\$78,500.00	\$78,500.00	\$150,000.00	\$150,000.00
	b.																
	1.) Pumps/Motors/Drop Pipe	1	LS	\$45,000.00	\$45,000.00	\$42,700.00	\$42,700.00	\$186,848.03	\$186,848.03	\$77,990.00	\$77,990.00	\$134,000.00	\$134,000.00	\$156,800.00	\$156,800.00	\$90,000.00	\$90,000.00
	2.) Electrical/I&C Equipment	1	LS	\$130,000.00	\$130,000.00	\$75,264.75	\$75,264.75	\$85,622.92	\$85,622.92	\$123,506.00	\$123,506.00	\$70,000.00	\$70,000.00	\$62,500.00	\$62,500.00	\$300,000.00	\$300,000.00
	3.) Generator	1	LS	\$75,000.00	\$75,000.00	\$75,264.75	\$75,264.75	\$66,739.81	\$66,739.81	\$58,872.00	\$58,872.00	\$50,000.00	\$50,000.00	\$95,350.00	\$95,350.00	\$75,000.00	\$75,000.00
	4.) Pippings, Fittings, Valves	1	LS	\$45,000.00	\$45,000.00	\$62,000.00	\$62,000.00	\$51,812.77	\$51,812.77	\$59,710.00	\$59,710.00	\$88,000.00	\$88,000.00	\$50,000.00	\$50,000.00	\$110,000.00	\$110,000.00
	5.) Concrete	1	LS	\$25,000.00	\$25,000.00	\$27,000.00	\$27,000.00	\$30,904.36	\$30,904.36	\$20,963.00	\$20,963.00	\$25,000.00	\$25,000.00	\$9,950.00	\$9,950.00	\$50,000.00	\$50,000.00
	6.) Site Improvements	1	LS	\$40,000.00	\$40,000.00	\$34,000.00	\$34,000.00	\$54,058.85	\$54,058.85	\$27,668.00	\$27,668.00	\$22,000.00	\$22,000.00	\$78,500.00	\$78,500.00	\$200,000.00	\$200,000.00
11	Furnish and Install Meter Boxes for Directional Drill	6	EA	\$5,000.00	\$30,000.00	\$1,620.00	\$9,720.00	\$852.71	\$5,116.26	\$2,812.00	\$16,872.00	\$1,000.00	\$6,000.00	\$1,325.00	\$7,950.00	\$600.00	\$3,600.00
12	Pavement Removal & Replacement																
	a. Asphalt Patch	35	SY	\$150.00	\$5,250.00	\$107.50	\$3,762.50	\$396.99	\$13,894.65	\$351.00	\$12,285.00	\$100.00	\$3,500.00	\$325.00	\$11,375.00	\$200.00	\$7,000.00
	b. 6" Concrete Pavement (At SW-148)	150	SY	\$80.00	\$12,000.00	\$93.75	\$14,062.50	\$177.34	\$26,601.00	\$91.00	\$13,650.00	\$90.00	\$13,500.00	\$148.00	\$22,200.00	\$250.00	\$37,500.00
	c. 12" Stabilized Driveway (14' Wide)	350	SY	\$50.00	\$17,500.00	\$175.25	\$61,337.50	\$219.63	\$76,870.50	\$26.00	\$9,100.00	\$65.00	\$22,750.00	\$93.00	\$32,550.00	\$25.00	\$8,750.00
	d. Concrete Sidewalk	10	SY	\$80.00	\$800.00	\$193.75	\$1,937.50	\$896.06	\$8,960.60	\$269.00	\$2,690.00	\$80.00	\$800.00	\$228.00	\$2,280.00	\$200.00	\$2,000.00
	e. Concrete Curb & Gutter	25	LF	\$700.00	\$17,500.00	\$205.25	\$5,131.25	\$386.79	\$9,669.75	\$37.00	\$925.00	\$55.00	\$1,375.00	\$360.00	\$9,000.00	\$300.00	\$7,500.00
13	Cleaning & Pigging Raw Water Main	1	LS	\$2,000.00	\$2,000.00	\$15,000.00	\$15,000.00	\$8,110.88	\$8,110.88	\$5,925.00	\$5,925.00	\$6,500.00	\$6,500.00	\$6,425.00	\$6,425.00	\$8,000.00	\$8,000.00
14	Bacteriological Clearance	1	LS	\$1,000.00	\$1,000.00	\$18,000.00	\$18,000.00	\$17,094.08	\$17,094.08	\$4,880.00	\$4,880.00	\$10,000.00	\$10,000.00	\$5,100.00	\$5,100.00	\$5,000.00	\$5,000.00
15	Clearing & Grubbing	0.15	ACRES	\$10,000.00	\$1,500.00	\$3,000.00	\$450.00	\$11,109.20	\$1,666.38	\$102,846.00	\$15,426.90	\$210,000.00	\$31,500.00	\$358,000.00	\$53,700.00	\$30,000.00	\$4,500.00
16	Furnish & Install Bahia Sod	3,265	SY	\$4.00	\$13,060.00	\$18.75	\$61,218.75	\$9.47	\$30,919.55	\$5.00	\$16,325.00	\$7.00	\$22,855.00	\$14.00	\$45,710.00	\$6.00	\$19,590.00
17	Furnish & Install Seed & Mulch	700	SY	\$2.50	\$1,750.00	\$65.75	\$46,025.00	\$14.26	\$9,982.00	\$1.00	\$700.00	\$5.00	\$3,500.00	\$3.20	\$2,240.00	\$2.00	\$1,400.00
18	Furnish & Install Landscaping/Irrigation																

Orange Highlight Denotes a Multiplication Correction
 Green Highlight Denotes an Addition Correction

BID TABULATION
WTP NO. 1 WELLFIELD EQUIP SW-147 SW-148 WELLS AND NEW RAW WATERMAIN
CITY OF PALM COAST
BID NO. ITB-UT-26-07

ITEM NO.	DESCRIPTION	QTY	UNIT	PBM CONSTRUCTORS, INC		BADGER		CLEARWATER SOLUTIONS, INC		HAZEN CONSTRUCTION, LLC		MCMAHAN CONSTRUCTION CO, INC		SOUTHERN UNDERGROUND		SAWCROSS, INC	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	a. SW-148	1	LS														
19	Erosion & Sedimentation Control	1	LS	\$12,000.00	\$12,000.00	\$75,000.00	\$75,000.00	\$16,783.06	\$16,783.06	\$8,600.00	\$8,600.00	\$15,000.00	\$15,000.00	\$5,700.00	\$5,700.00	\$12,500.00	\$12,500.00
20	Maintenance of Traffic	1	LS	\$5,000.00	\$5,000.00	\$42,500.00	\$42,500.00	\$7,780.16	\$7,780.16	\$9,113.00	\$9,113.00	\$10,000.00	\$10,000.00	\$15,850.00	\$15,850.00	\$8,000.00	\$8,000.00
21	Submit Certified "As-Built" Drawings	1	LS	\$6,500.00	\$6,500.00	\$115,000.00	\$115,000.00	\$14,583.28	\$14,583.28	\$9,645.00	\$9,645.00	\$25,000.00	\$25,000.00	\$36,675.00	\$36,675.00	\$10,000.00	\$10,000.00
22	Indemnification (Max 1% of Bid)	1	LS	\$10,000.00	\$10,000.00	\$18,500.00	\$18,500.00	\$4,182.64	\$4,182.64	\$9,875.00	\$9,875.00	\$4,000.00	\$4,000.00	\$11,950.00	\$11,950.00	\$25,000.00	\$25,000.00
	TOTAL BID (BID ITEM NOS. 1-22)			\$9,000.00	\$9,000.00	\$13,801.25	\$13,801.25	\$15,524.88	\$15,524.88	\$7,999.20	\$7,999.20	\$10,000.00	\$10,000.00	\$100.00	\$100.00	\$1,000.00	\$1,000.00
					\$1,106,750.00		\$1,432,573.85		\$1,558,570.45		\$1,191,600.00		\$1,356,680.00		\$1,517,030.00		\$2,006,940.00
SURETY				WESTFIELD INSURANCE CO.		LEXINGTON NATIONAL INS. CORP		BERKLEY INSURANCE CO.		WESTERN SURETY CO.		BERKLEY INS. CO.		NATIONWIDE MUTUAL INS. CO.		SWISS RE CORPORATE SOLUTIONS AMERICA INS. CO.	