



CONTRACT EXECUTIVE OVERVIEW (Construction)

Vendor Name American Civil Construction, Inc.

Project Name: A1A Sewer Force Main Mala Compra to Marineland

Bid/Reference # ITB-UT-26-06

Contract Value \$ 2,772,952.00

Resolution # 2026-106

City Council Approval Date: 08/04/2026

Standard Contract Template (Y/N): Y

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

Days to Substantial Completion 365

Days to Final Completion 60

City's Project Manager Nency Thakkar

Engineer of Record CPH, LLC

Brief Description/Purpose:

Construction Contract for the A1A Sewer Force Main Mala Compra to Marineland project.

Approvals:

Responsible Dept. Director	Signed by: <u>Brian Roche</u> 0217FE7182744DB...	Date: <u>Oct 9, 2026 5:19 AM PDT</u>
City Finance	Signed by: <u>Helena Alves</u> 4F2A3892B67B492...	Date: <u>Oct 14, 2026 8:38 AM EDT</u>
City Attorney	Signed by: <u>Marcus Duffy</u> A9D59FA5D9FD417...	Date: <u>Oct 16, 2026 10:49 AM EDT</u>
City Manager	Signed by: <u>Mike McElotulin</u> D7DF1A254975438...	Date: <u>Oct 16, 2026 7:54 AM PDT</u>

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



Finance Department
Procurement Office

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

This DocuSign contains the Construction Contract ("Contract") between your company and the City of Palm Coast for the ITB-UT-26-06 A1A Sewer Force Main Mala Compra to Marineland 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 three hundred and sixty-five (365) consecutive calendar days from Notice to Proceed Commencement Date to Substantial Completion with an additional sixty (60) 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 16th day of October, 2026 by and between AMERICAN CIVIL CONSTRUCTION, INC. duly authorized to conduct business in the State of Florida, whose address is 77 Hargrove Grade, Palm Coast, Florida 32137 hereinafter called the "CONTRACTOR", and THE CITY OF PALM COAST, a political subdivision of the State of Florida, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, hereinafter called the "CITY". CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WITNESSETH:

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

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

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

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

Section 2. Engineer.

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

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

Section 3. Contract Time.

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

(b) The Work shall be substantially completed as described in subsection Project Manual ITB-ut-26-06 14.13 of the General Conditions ("General Conditions"), within three hundred and sixty-five (365)

calendar days beginning on the date of commencement as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within sixty (60) calendar days after the actual date of Substantial Completion.

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

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

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

Section 4. Contract Price.

(a) CITY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). The CONTRACTOR's total compensation is **TWO MILLION SEVEN HUNDRED AND SEVENTY-TWO THOUSAND, NINE HUNDRED AND FIFTY-TWO DOLLARS (\$2,772,952.00)** subject only to increases or decreases made in strict conformance with the Contract Documents.

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

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

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

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

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

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

Section 5. Payment Procedures.

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

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

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

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

Section 6. Retainage and Withholding Payment for Breach

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

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

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

(a) CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, Work, locality, weather, Purchasing and Contracts Procedures, and with all local conditions

and federal, state, and local laws, utility locations, ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Work.

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

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

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

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

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

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

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

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

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

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

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

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

Section 8. Contract Documents. The Contract Documents including the Bidding Documents and the Bid that was submitted by the CONTRACTOR for ITB-UT-26-06 A1A Sewer Force Main Mala Compra to Marineland comprise the entire agreement between CITY and CONTRACTOR are made a part hereof and consist of the following:

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

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

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

Section 9. Liquidated Damages.

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

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

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

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

Section 10. Miscellaneous.

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

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

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

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

Section 12. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for

whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

TO CONTRACTOR:

Robert Ackley
American Civil Construction, Inc.
77 Hargrove Grade
Palm Coast, Florida 32137

TO CITY:

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

Section 13. Conflict of Interest.

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

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

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

Section 14. Material Breaches of Contract.

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

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

Section 15. E-Verify Registration and Use

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

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

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

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

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

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

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

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

CITY OF PALM COAST

Signed by:
By: Mike McGlothlin
D7DF1A254975438...

Name: Michael McGlothlin

Title: City Manager

Date: Oct 16, 2026 | 7:54 AM PDT

AMERICAN CIVIL CONSTRUCTION, INC.

DocuSigned by:
By: ROBERT ACKLEY
043BC3D2ACF34E... Authorized Signatory

Name: ROBERT ACKLEY

Title: President

Date: Oct 6, 2026 | 2:44 PM PDT

BID SCHEDULE

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

ITEM NO.	DESCRIPTION	UNITS	TOTAL QUANTITY	Unit Price	Handling and Installation per Unit	Total Price
1	Bonds and Insurance	LS	1		\$38,441.50	\$38,441.50
2	Mobilization	LS	1		\$35,000.00	\$35,000.00
3	Record Drawings	LS	1		\$20,000.00	\$20,000.00
4	Demobilization, Cleanup, Project Closeout (Incl. Material and Workmanship Bond)	LS	1		\$7,500.00	\$7,500.00
5	Preconstruction Video	LS	1		\$5,000.00	\$5,000.00
6	Temporary Traffic Control (Maintenance of Traffic)					
	A. A1A	LS	1		\$90,000.00	\$90,000.00
7	Erosion and Sediment Control	LS	1		\$15,000.00	\$15,000.00
8	Lawn Maintenance	LS	1		\$5,000.00	\$5,000.00
9	Silt Fence (Sediment Barrier) (Furnish and Install)	LF	13,365		\$3.00	\$40,095.00
10	Clearing and Grubbing	LS	0	X	X	X
Force Main Open Cut PVC						
11	12" Force Main (Open Cut) (PVC)(Furnish and Install)	LF	13399	\$52.00	\$25.50	\$1,038,422.50
Force Main Directional Drill PE						
12	14" Force Main (Directional Drill) PE	LF	4569	\$55.00	\$55.00	\$502,590.00
Ductile Iron Bends and Tees						
13	12" D.I. 11.25° Bend (Force Main) (Furnish and Install)	EA	16	\$1650.00	\$600.00	\$36,000.00
14	14"x12" D.I. Reducer (Furnish and Install)	EA	22	\$2,150.00	\$850.00	\$66,000.00
15	12" D.I. 45° Bend (Force Main)(Furnish and Install)	EA	53	\$1,850.00	\$550.00	\$127,200.00
16	DIMJ Solid Transition Sleeve w/MJ Restraint System & Internal Stainless Steel Pipe Stiffner (Alternate – HDPE/MJ Adapter May Be Used)	EA	23	\$660.00	\$215.00	\$20,125.00
17	24" D. I. Jack&Bore Carrier Pipe	LF	34	\$200.00	\$1,600.00	\$61,200.00
18	12" D.I. Line stop w/Blowoff (Furnish and Install)		0	X	X	X

Valves						
19	12" Plug Valve (Furnish and Install)	EA	24	\$10,250.00	\$3,700.00	\$334,800.00
20	12" Air release valve (Furnish and Install)	EA	22	\$5,250.00	\$2,250.00	\$165,000.00
Sodding, Remove and Replace						
21	Sodding (Bahia) (Furnish and Install)	SY	5778		\$6.00	\$34,668.00
22	Open-cut Remove and Replace Concrete Sidewalk (Furnish and Install)	SY	1564	\$30.00	\$45.00	\$117,300.00
23	Open-cut Remove and Replace Asphalt (Furnish and Install)	SY	70	\$38.00	\$37.00	\$5,250.00
24	Open-cut Remove and Replace Dirt Driveway (Furnish and Install)	SY	46		\$10.00	\$460.00
25	Open-cut Remove and Replace Paver or Gravel Driveway (Furnish and Install)	SY	0	X	X	X
26	Open-cut Remove and Replace Concrete Driveway (Furnish and Install)	SY	79	\$45.00	\$55.00	\$7,900.00
TOTAL				\$		
				\$2,772,952.00		

TOTAL AMOUNT OF BID (Bid Item 1-26) \$ \$2,772,952.00 **(figures)**

TWO MILLION SEVEN HUNDRED SEVENTY-TWO THOUSAND NINE HUNDRED FIFTY-TWO DOLLARS AND NO 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.

New Unused Stored Materials Available

The City has new unused stored materials available, which are listed in an inventory (refer to Appendix E). These materials will be available at a central location near the southern limits of the project. The stored materials shall be used where matching the size and type as identified in the project plans or as needed for the project with field adjustments. The stored materials inventory shall be utilized towards the project prior to the ordering of any additional like materials needed to complete the project. Not all materials listed in the stored materials inventory (Appendix E), necessarily match the full materials needs for this project either in quantity or type; therefore, it is not the intent of this contract to require the use of non-like materials for the project, but rather to utilize those materials which are viable from the stored available stockpile. Should additional or other materials be necessary for the project, they shall be ordered in advance within sufficient time as not to delay construction completion. The Contractor will be responsible for relocating the utilized materials from the central stockpile to the locations of the project where they will be installed. Materials damaged in transportation and handling or installation, which are damaged beyond acceptable use (as determined by the Owner), will be replaced by the Contractor at no cost to the Owner.

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

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

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

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

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

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

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

American Civil Construction, Inc.

(Bidder Company Name)

By: _____

Signature

Print: _____

Print Name

Date: 05/14/2026

Title: _____

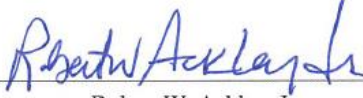
President

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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



Print Name: Robert W. Ackley, Jr.

Title: President

Date: 05/14/2026

STATE OF FLORIDA

COUNTY OF FLAGLER

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

American Civil Construction, Inc. [name of contractor company acknowledging], a Florida [state or place of incorporation] corporation, on behalf of

the corporation. He/she is personally known to me or has produced

_____ [type of identification] as identification.


Notary Public

Nathan Poolson

Name typed, printed or stamped

My Commission Expires: 01/23/2028

QUALIFICATION FORM K
FOREIGN COUNTRY OF CONCERN ATTESTATION

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

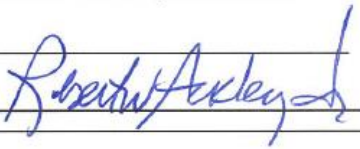
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms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

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

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

Printed Name: Robert W. Ackley, Jr.

Title: President

Signature: 

Date: 05/14/2026

**AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

State of _____

County of _____

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of _____ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

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

Date: _____

Signed: _____

Entity: _____

Name: _____

Title: _____

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

Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____

OR Produced Identification _____

Type of Identification Produced _____

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/30/2026

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

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

PRODUCER Eastern Insurance Group, Inc. 7400 SW 50th Terrace Suite 100 Miami FL 33155	CONTACT NAME: Manuel Gonzalez PHONE (A/C, No, Ext): (305) 595-3323 FAX (A/C, No): (305) 595-7135 E-MAIL ADDRESS: manny.gonzalez@eigrisk.com INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company NAIC # 11150 INSURER B: Dellwood Specialty Insurance Company 17332 INSURER C: FCCI Insurance Company 10178 INSURER D: INSURER E: INSURER F:
INSURED American Civil Construction, Inc. 77 Hargrove Grade Palm Coast FL 32137	

COVERAGES

CERTIFICATE NUMBER: Master 26-27

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	ZAGLB1064501	07/01/2026	07/01/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ZACAT9348701	07/01/2026	07/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			DCX00000488-01	07/01/2026	07/01/2027	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ZAWCI1145101	07/01/2026	07/01/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Rented/Leased Equipment			CM100106861-00	01/14/2026	01/14/2027	\$325,000

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

Civil Engineering Contractor
 Project: Waterfront Park Phase 2 - Parking Expansion & Site Improvements ITB-SWE-25-74

City of Palm Coast is listed as additional insureds with respect to the General liability for ongoing and completed operations when required by written contract. A waiver of subrogation favors the additional insureds with respect to General Liability and Workers Compensation policies when required as per written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Palm Coast 160 Lake Avenue Palm Coast FL 32164	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

ACORD 25 (2025/12)

© 1988-2025 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 00006769

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Eastern Insurance Group, Inc.		NAMED INSURED American Civil Construction, Inc.	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes**General Liability Forms:**

CG 20 10 ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

CG 20 37 ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

ADDITIONAL INSURED FORMS – placed on all policies

Wording below applies to all Additional Insured form Schedules unless otherwise noted:

Name of Person or Organization: All parties where required by a written contract

Location - all locations per written contract or written agreement on file

00 GL1030 BLANKET ADDITIONAL INSURED, AND PRIMARY AND NONCONTRIBUTORY, WHEN REQUIRED BY CONTRACT (CONTRACTORS)-

Name of Person or Organization: All parties where required by a written contract

CG 20 01 PRIMARY & NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CG 24 04 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Name of Person or Organization: Any person or organization where waiver of our right to recover is permitted by law and is required by written contract provided such contract was executed prior to the loss

Auto Liability Forms:

00 CA 0115 ADDITIONAL INSURED – BLANKET- when required by written contract

00 CA 0116 PRIMARY & NONCONTRIBUTORY- when required by written contract

CA 04 44 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Name of Person or Organization: Any person or organization where waiver of our right to recover is permitted by law and is required by written contract provided such contract was executed prior to the loss

Workers Compensation Forms:

WC 00 03 13 WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Any Person or organization where waiver of our right to recover is permitted by law and is required by written contract provided such contract was executed prior to date of loss.

Bond Number 1003343**PERFORMANCE BOND**

City of Palm Coast Contract No. ITB-UT-26-06

KNOW ALL MEN BY THESE PRESENTS: thatAmerican Civil Construction, Inc.

(Name of CONTRACTOR)

77 Hargrove Grade, Palm Coast, FL 32137,

(Address of CONTRACTOR)

Contractor's Telephone Number: (386) 263-0044a Corporation, hereinafter called Principal, and

(Corporation, Partnership or Individual)

FCCI Insurance Company

(Name of Surety)

6300 University Parkway, Sarasota, FL 34240,

(Address of Surety)

Surety's Telephone Number: (800) 266-3224

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 Two Million Seven Hundred Seventy-Two Thousand Nine Hundred Fifty-Two Dollars and 00/100 DOLLARS, (\$ 2,772,952) 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 4th day of October, 2026, a copy of which is hereto attached and made a part hereof for the construction of A1A Sewer Force Main Mala Compra to Marineland (the "Contract").

General description of the Work:

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

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 4th day of October, 202026.

ATTEST:

By _____
(Principal) Secretary

Name _____

(Type)

Witness to Principal

Name _____

(Type)

Witness to Principal

Name _____

(Type)

American Civil Construction, Inc.

Principal (Contractor)

By Robert Ackley

Name Robert Ackley

(Type)

Title President

Address 77 Hargrove Grade

City/State/Zip Palm Coast, FL 32137

Phone No. (386) 263-0044

Email: robert.ackley@americancivilconstruction.com

ATTEST:

By Sandra Gonsalves
(Surety) Secretary

Name Sandra Gonsalves, Witness

(Type)

FCCI Insurance Company

Surety

Rose Dubon
Witness as to Surety

Name Rose Dubon, Witness

(Type)

Dylan Weidman
Witness as to Surety

Name Dylan Weidman, Witness

(Type)

By Jorge L. Bracamonte
Attorney-in-fact

Name Jorge L. Bracamonte
Attorney-In-Fact & Florida Licensed
Resident Agent

Address 6300 University Parkway

City/State/Zip Sarasota, FL 34240

Phone No. (800) 266-3224

Email: Bonds@jcasurety.com



Inquiries: (321) 800-6594

END OF SECTION

3. This Bond is conditioned on the CONTRACTOR promptly making payments to all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the Work provided for in the Contract.

Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials or supplies shall, within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the Work, furnish the CONTRACTOR with a notice that he intends to look to the Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials or supplies shall within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, or, with respect to rental equipment, within ninety (90) days after the date that the rental equipment was last on the job site available for use, deliver to the CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. Any action on this Bond for payment must be in accordance with the notice and time limitations in Florida Statute 255.05.

4. 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 the Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Contract Documents.
5. 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.
6. The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other. This Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes and not as a common law bond.

IN WITNESS WHEREOF, this instrument is executed this the 4th day of October, 202026.

ATTEST:

By _____
(Principal) Secretary

Name _____
(Type)

American Civil Construction, Inc.
Principal (Contractor)

By Robert Ackley
Name Robert Ackley
(Type)

Title President

Address 77 Hargrove Grade

City/State/Zip Palm Coast, FL 32137

Phone No. (386) 263-0044

Email: robert.ackley@americancivilconstruction.com

Witness to Principal
Name _____
(Type)

Witness to Principal
Name _____
(Type)

ATTEST:

By Sandra Gonsalves
(Surety) Secretary
Name Sandra Gonsalves, Witness
(Type)

Rose Dubon
Witness as to Surety
Name Rose Dubon, Witness
(Type)

Dylan Weidman
Witness as to Surety
Name Dylan Weidman, Witness
(Type)

FCCI Insurance Company

Surety

By [Signature]
Attorney-In-Fact & Florida Licensed
Resident Agent



Bond Number 1003343**PAYMENT BOND**

City of Palm Coast Contract Number: ITB-UT-26-06

KNOW ALL MEN BY THESE PRESENTS: that

American Civil Construction, Inc.

(Name of CONTRACTOR)

77 Hargrove Grade, Palm Coast, FL 32137,

(Address of CONTRACTOR)

Contractor's Telephone Number: (386) 263-0044a Corporation

(Corporation, Partnership, or Individual)

hereinafter after called Principal, and

FCCI Insurance Company

(Name of Surety)

6300 University Parkway, Sarasota, FL 34240,

(Address of Surety)

Surety's Telephone Number: (800) 266-3224

herein 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 Two Million Seven Hundred Seventy-Two Thousand Nine Hundred Fifty-Two Dollars and 00/100DOLLARS, (\$ 2,772,952) 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 4th day of October, 2026, and made a part hereof A1A Sewer Force Main Mala Compra to Marineland (the "Contract").

General description of the Work:

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

1. This Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.
2. It is a specific condition of this Bond that a claimant's right of action on the Bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the notice and time limitations within which suits may be brought.

Bond No:1003343

Name Jorge L. Bracamonte
(Type)

Address 6300 University Parkway

City/State/Zip Sarasota, FL 34240

Phone (800) 266-3224

Email: Bonds@jcasurety.com

Inquiries: (321) 800-6594

END OF SECTION



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jorge Bracamonte; Jessie Sloan; Hallie Martin

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$30,000,000.00): **\$30,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 20th day of December, 2024.

Attest:

Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow

Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow

Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 6th day of October, 2026



Christopher Shoucair

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of FLORIDA

County of FLAGLER

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of AMERICAN CIVIL CONSTRUCTION INC. (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

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

Date: 10/6/2026 Signed: [Signature]
Entity: AMERICAN CIVIL CONSTRUCTION INC. Name: ROBERT W. ACKLEY JR.
Title: PRESIDENT

Sworn to (or affirmed) and subscribed before me this 6th day of October, 2026
by ROBERT W. ACKLEY JR.



Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

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

RESOLUTION 2026- 106
CONSTRUCTION OF THE A1A FORCEMAIN EXTENSION PHASE II PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING CONSTRUCTION CONTRACT FOR CONSTRUCTION OF THE A1A FORCEMAIN EXTENSION PHASE II PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR FUTURE AMENDMENTS, PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, American Civil Construction, Inc. desires to provide services for the construction of the A1A Forcemain Extension Phase II Project, for the City of Palm Coast; and

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

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

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

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

SECTION 2. APPROVAL OF CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of agreement with American Civil Construction, Inc., to provide services for the construction of the A1A Forcemain Extension Phase II Project as attached hereto and incorporated herein by reference as Exhibit “A.”

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

documents.

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

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

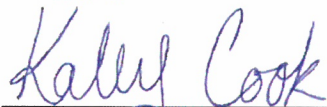
SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 4th day of August 2026.

ATTEST:



KALEY COOK, CITY CLERK

CITY OF PALM COAST



MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY



MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Contract with American Civil Construction, Inc.

