

City of Palm Coast, Florida Agenda Item

Agenda Date: February 3, 2026

| | | | |
|---------------------|--|------------------|---------------------------|
| Department | CONSTRUCTION MANAGEMENT & ENGINEERING | Amount | \$6,562,179.30 |
| Division | ENGINEERING | Account # | 21055011-034000- 54104 |
| Subject: | RESOLUTION 2026-XX APPROVING A CONTRACT WITH HALIFAX PAVING, INC., A PROJECT CONTINGENCY, AND APPROVAL OF EXPENSES FOR CEI SERVICES FOR THE MILLING AND RESURFACING OF ARTERIAL AND RESIDENTIAL ROADS THROUGHOUT THE CITY | | |
| Presenter: | Scott Kehoe, Traffic Engineer III | | |
| Attachments: | <ol style="list-style-type: none">1. Resolution2. Draft Contract3. Notice of Intent to Award4. Project Overview | | |
| Background: | <p>Council Priority: D. Sustainable Environment and Infrastructure</p> <p>On August 19, 2025, Council approved a contract with Sparks Concrete, LLC and a work order with GAI for construction administrative services for the 2025 Street Resurfacing project. Sparks has since withdrawn their contract.</p> <p>Staff advertised Bid #ITB-SWE-26-09 for the 2026 Street Resurfacing Project to include the previous scope from Bid #ITB-25-55. Staff received four (4) bids that were responsive and responsible. The project bid overview and notice of intent to award are attached. Staff recommends awarding the contract to the Halifax Paving, Inc., along with a request of a 10% project contingency for unseen field conditions.</p> <p>City staff is recommending approval for the asphalt milling of 1.5 inches and resurfacing of Palm Coast Parkway with 1.5 inches of asphalt from US 1 to the Hammock Dunes Toll Bridge. The following side streets in between Palm Coast Parkway westbound and eastbound, Bridgehaven Drive, Corporate Drive, Pinecone Drive, Diandra Taxiway, Harbor Center Way, Florida Park Drive, Clubhouse Drive, Colbert Lane, and Fairways Circle will be milled 1.5 inches and replaced with 1.5 inches of asphalt. Work on these arterials will include asphalt base repair, and temporary and permanent roadway striping. Work will include the replacement of roadway striping and adjustment of water valves. Add alternate bids will include striping of Club House Drive, the roundabouts at Town Center and Landing Boulevard, along with two requested pedestrian crosswalks by Best Foot Forward at Old Kings Road/Town Center intersection and Birds of Paradise; alternative for creating a non-mountable curb along Palm Coast Parkway (Florida Park Drive to Palm Harbor Drive) for</p> | | |

future street lighting requirements.

On August 19, 2025, under the existing contract RFSQ-SWE-24-75 council approved \$284,400.00 with GAI Consultant, Inc., Inc. to provide construction administrative services for the 2025 Street Resurfacing Project. City staff is requesting additional funds in the amount of \$59,985.00 for a scope increase for 2026 street resurfacing portion. City staff has determined that the cost for the services is reasonable and fair and is consistent with these types of services for a project of this size and scope.

This item is for approval of a total project amount of \$6,562,179.30 for the following:

| | |
|---------------------------------------|-----------------|
| Base Bid | \$ 5,489,744.00 |
| Alt 1 - Striping | \$ 90,034.00 |
| Alt 3 -Concrete Curb Work | \$ 300,000.00 |
| CEI – (\$284,400, previously approved | \$ 59,985.00 |
| Contingency | \$ 622,416.30 |

SOURCE OF FUNDS WORKSHEET FY 2026

| | |
|--|-----------------------|
| Street Impr fund - 21055011-034000 -54104 | \$8,777,495.00 |
| Total Expense/Encumbered to date | \$364,383.42 |
| Pending Work Orders/Contracts | \$121,849.73 |
| Current Contract | <u>\$6,562,179.30</u> |
| Balance | \$1,729,082.55 |

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING A CONTRACT WITH HALIFAX PAVING, INC., A PROJECT CONTINGENCY, AND APPROVAL OF EXPENSES FOR CEI SERVICES FOR THE MILLING AND RESURFACING OF ARTERIAL AND RESIDENTIAL ROADS THROUGHOUT THE CITY

RESOLUTION 2026-____
2026 STREET RESURFACING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A CONTRACT WITH HALIFAX PAVING, INC., A PROJECT CONTINGENCY, AND APPROVAL OF CEI SERVICES FOR THE MILLING AND RESURFACING OF ARTERIAL AND RESIDENTIAL ROADS THROUGHOUT THE CITY: 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, Halifax Paving, Inc., desires to provide milling and resurfacing services for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve services for the above-mentioned project for the City of Palm Coast.

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

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

SECTION 2. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Master Services Agreement with Halifax Paving, Inc., a project contingency and approval for expenses for CEI services for the milling and resurfacing of arterial and residential roads throughout the city as attached hereto and incorporated herein by reference as Exhibit “A.”

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

SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 3rd day of February 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" – MSA with Halifax Paving, Inc.



CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is dated as of the _____ day of _____, 2026, by and between HALIFAX PAVING, INC. duly authorized to conduct business in the State of Florida, whose address is 870 Hull Road, Ormond Beach, Florida 32174 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:

Milling & Resurfacing of the arterial roadway Palm Coast Pkwy. From I-95 east to the Hammock Dunes Toll Bridge. To include the side streets in between Palm Coast Pkwy. WB & Palm Coast Pkwy EB. Listed as; Harbor Center Way, Florida Park Dr., Clubhouse Dr., Colbert Ln. & Fairways Cir. This will include milling 1.5 inches of asphalt and replacing with 1.5 inches of asphalt to include, striping and utility valve/manhole adjustments. Arterial roadway work may include areas of base repair, utilizing deep milling up to 8 inches and replacement of base material with asphalt.

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

ITB-SWE-26-09 2026 Street Resurfacing

Section 2. Engineer.

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

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

Section 3. Contract Time.

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

(b) The Work shall be substantially completed as described in subsection Project Manual ITB-SWE-26-09 14.13 of the General Conditions ("General Conditions"), within one hundred and twenty

(120) 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 **FIVE MILLION, EIGHT HUNDRED AND SEVENTY-NINE THOUSAND, SEVEN HUNDRED AND SEVENTY-EIGHT DOLLARS (\$5,879,778)** 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: Bill Nowak 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-SWE-26-09 2026 Street Resurfacing 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:

Joseph L. Durrance

Halifax Paving, Inc.

P.O. Box 730549

Ormond Beach, Florida 32173

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

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

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

- (a) The Contractor's political opinions, speech, or affiliations;
- (b) The Contractor's religious beliefs, religious exercise, or religious affiliations;
- (c) The Contractor's lawful ownership of a firearm;
- (d) The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
- (e) The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
- (f) The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
- (g) The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;

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

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

CITY OF PALM COAST

By: _____

Name: Michael McGlothlin

Title: City Manager

Date: _____

HALIFAX PAVING, INC.

By: _____

Authorized Signatory

Name: _____

Title: _____

Date: _____

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 No. | PAY ITEM DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL |
|----------|---|---------|----------------------|-----------------------|----------------|
| 1 | Mobilization, Lump Sum | 1 | LS | \$250,000.00 | \$250,000.00 |
| 2 | Maintenance of Traffic, Lump Sum | 1 | LS | \$285,000.00 | \$285,000.00 |
| 3 | * Thermoplastic Striping, Lump Sum (quantities in Appendix C) | 1 | LS | \$250,000.00 | \$250,000.00 |
| 4 | Asphalt Concrete Friction Course, Traffic C, FC - 9.5, PG 76-22, 1.5" | 20,108 | TN | \$ 150.00 | \$3,016,200.00 |
| 5 | Superpave Asphalt Concrete Traffic C, 1.5" | 53 | TN | \$ 150.00 | \$ 7,950.00 |
| 6 | Milling 1.5" | 240,558 | SY | \$ 3.00 | \$721,674.00 |
| 7 | Deeper Depth Milling, 8" | 10,000 | SY | \$ 5.00 | \$ 50,000.00 |
| 8 | Asphalt Base - Type SP-12.5, Traffic Level B | 4,000 | TN | \$ 140.00 | \$560,000.00 |
| 9 | Optional Base, Base Group 06 | 639 | SY | \$ 30.00 | \$ 19,170.00 |
| 10 | Temporary Striping, Lump Sum | 1 | LS | \$ 85,000.00 | \$ 85,000.00 |
| 11 | Reflective Pavement Markers, Blue-Blue | 150 | EA | \$ 5.00 | \$ 750.00 |
| 12 | Manhole Riser Adjustment | 150 | EA | \$ 100.00 | \$ 15,000.00 |
| 13 | Water Valves Riser Adjustment | 150 | EA | \$ 75.00 | \$ 11,250.00 |
| 14 | Loop Assembly, F & I, Type F | 30 | AS | \$ 2,575.00 | \$ 77,250.00 |
| 15 | Loop Assembly, F&I, Type B | 50 | AS | \$ 1,990.00 | \$ 99,500.00 |
| 16 | Single Sign Post, Relocate | 4 | EA | \$ 975.00 | \$ 3,900.00 |
| 17 | Tree Removal (8"-11" Palms) | 7 | EA | \$ 1,500.00 | \$ 10,500.00 |
| 18 | Tree Removal (12" Oak) | 1 | EA | \$ 5,000.00 | \$ 5,000.00 |
| 19 | Concrete Removal | 8 | SY | \$ 200.00 | \$ 1,600.00 |
| 20 | ** Irrigation Adjustments | 1 | LS | \$ 20,000.00 | \$ 20,000.00 |
| | Base Bid | | Total Bid Sum | \$5,489,744.00 | |

*Contractor to provide line-item cost based on quantities provided on Appendix C.

**Contractor to provide line-item cost based on quantities provided on Plan Sheet 2.

Total Amount of Bid

\$ 5,489,744.00
 FIVE MILLION FOUR HUNDRED EIGHTY NINE THOUSAND SEVEN HUNDRED FORTY FOUR DOLLARS AND ZERO CENTS (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.

ALTERNATES

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 No. | Bid Alternate #1 | QTY | UNIT | UNIT PRICE | TOTAL |
|----------|---------------------------|----------------------|------|---------------------|-------------|
| 1 | White 6" | 15,550 | LF | \$.94 | \$14,617.00 |
| 2 | Yellow 6" | 15,550 | LF | \$.94 | \$14,617.00 |
| 3 | Arrows | 20 | EA | \$ 85.00 | \$ 1,700.00 |
| 4 | Stop Bar (24" White) | 100 | LF | \$ 8.00 | \$ 800.00 |
| 6 | High Emphasis Crosswalk | 775 | LF | \$ 16.00 | \$12,400.00 |
| 7 | Yellow RPM | 380 | EA | \$ 5.00 | \$ 1,900.00 |
| 8 | **Central Ave. Roundabout | 1 | LS | \$ 20,000.00 | \$20,000.00 |
| 10 | **Landing Ave. Roundabout | 1 | LS | \$24,000.00 | \$24,000.00 |
| | | | | | |
| | | | | | |
| | Bid Alternate 1 | Total Bid Sum | | \$ 90,034.00 | |

****Contractor to provide lump sum bid based on the designs located in Appendix E. The lump sum for each roundabout is a separate pay item from the rest of the striping in this alternate.**

Total Amount of Bid Alternate #1

\$ 90,034.00
 NINETY THOUSAND THIRTY FOUR (spelled out)
 DOLLARS AND ZERO CENTS

| Item No. | Bid Alternate #3 | QTY | UNIT | UNIT PRICE | TOTAL |
|----------|-------------------------------|----------------------|------|--------------|--------------|
| 1 | *Curb Removal and Replacement | 1 | LS | \$300,000.00 | \$300,000.00 |
| | Bid Alternate 3 | Total Bid Sum | | \$300,000.00 | |

****Contractor to provide lump sum bid based on the scope of work located in Appendix G.**

Total Amount of Bid Alternate #2

\$ 300,000.00
THREE HUNDRED THOUSAND (spelled out)
DOLLARS AND ZERO CENTS

**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.

HALIFAX PAVING, INC.
(Bidder Company Name)

By: [Signature]
Signature

Date: 12-18-25

Print: JOSEPH L. DURRANCE
Print Name

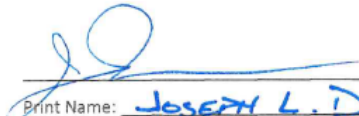
Title: CEO

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

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


Print Name: JOSEPH L. DURRANCE
Title: CEO
Date: 12-18-25

STATE OF FLORIDA

COUNTY OF VOLUSIA

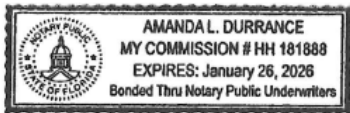
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 16TH day of DECEMBER, 2025 by JOSEPH L. DURRANCE [name of officer or agent, title of officer or agent] of HALIFAX PAVING, INC. [name of contractor company acknowledging], a FLORIDA [state or 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

AMANDA L. DURRANCE
Name typed, printed or stamped

My Commission Expires: 01/26/2026

[NOTARY SEAL]



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.](#)

HALIFAX PAVING, 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: JOSEPH L. DURRANCE

Title: CEO

Signature:  Date: 12-18-25



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-SWE-26-09 **2026 Street Resurfacing**

Date: 1/9/2026

Appeal Deadline: Appeals must be filed by 5:00 PM on 1/14/2026

| Firm | Bid |
|---|----------------|
| Halifax Paving, Inc. Ormond Beach, FL | \$5,879,778.00 |
| American Civil Construction Palm Coast, FL | \$6,183,677.00 |
| C.W Roberts Contracting, Inc. Daytona Beach, FL | \$6,198,942.60 |
| Masci General Contractor, Inc Port Orange, FL | \$6,283,893.20 |

Base Bid + Alternate 1 + Alternate 3

The intent of the City of Palm Coast is to award ITB-SWE-26-09 to Halifax Paving, 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 to the Financial Services Director, Helena Alves (HALves@palmcoastgov.com) shall constitute a waiver of the protest proceedings.



please recycle

palmcoastgov.com



ITB-SWE-26-09 - 2026 STREET RESURFACING

Project Overview

| | |
|----------------------------|--|
| Project Details | |
| Reference ID | ITB-SWE-26-09 |
| Project Name | 2026 STREET RESURFACING |
| Project Owner | Taya Hoff |
| Project Type | ITB |
| Department | Procurement |
| Budget | \$0.00 - \$0.00 |
| Project Description | The City of Palm Coast intends to request bids for Milling & Resurfacing of the arterial roadway Palm Coast Pkwy. from I-95 east to the Hammock Dunes Toll Bridge. To include the side streets in between Palm Coast Pkwy. WB & Palm Coast Pkwy EB. Listed as; Harbor Center Way, Florida Park Dr., Clubhouse Dr., Colbert Ln. & Fairways Cir. This will include milling |



| | |
|--------------------------|--|
| | 1.5 inches of asphalt and replacing with 1.5 inches of asphalt to include, striping and utility valve/ manhole adjustments. Arterial roadway work may include areas of base repair, utilizing deep milling up to 8 inches and replacement of base material with asphalt. This will also include the extension of two turn lanes. ALL PAVING OPERATIONS TO BE PERFORMED DURING NIGHT TIME HOURS, BETWEEN 8:00PM & 7:00AM. |
| Open Date | Nov 05, 2025 8:00 AM EST |
| Intent to Bid Due | Dec 17, 2025 2:00 PM EST |
| Close Date | Dec 18, 2025 2:00 PM EST |

| Awarded Suppliers | Reason | Score |
|----------------------|--------|---------|
| Halifax Paving, Inc. | | 100 pts |

Seal status

| Requested Information | Unsealed on | Unsealed by |
|-----------------------|-------------|-------------|
| | | |



| | | |
|--|--------------------------|-----------|
| Section 00100, Forms A-K (Except Form C), and Bidder Profile Sheet | Dec 18, 2025 2:01 PM EST | Taya Hoff |
| Section 00200, Forms A-F, and Bidder Bid Form | Dec 18, 2025 2:01 PM EST | Taya Hoff |
| Construction Forms 5, 6, & 7 (pages 299, 300, 301) | Dec 18, 2025 2:01 PM EST | Taya Hoff |
| Bid Form A Bid Schedule | Dec 18, 2025 2:01 PM EST | Taya Hoff |
| Bid Security | Dec 18, 2025 2:01 PM EST | Taya Hoff |
| Addendum 1 (Signed and Dated) | Dec 18, 2025 2:01 PM EST | Taya Hoff |
| Section 00100, Form C Financial Statements | Dec 18, 2025 2:34 PM EST | Taya Hoff |
| FDOT major classes of work admin codes: 7)Drainage 10) Flexible Paving 40)Other Work Class - Milling | Dec 18, 2025 2:01 PM EST | Taya Hoff |
| Addendum 2 (Signed and Dated) | Dec 18, 2025 2:01 PM EST | Taya Hoff |
| Addendum 3 (Signed and Dated) | Dec 18, 2025 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? |
|---------------|---------------------------|-----------------------------|
| Carl Cote | Dec 29, 2025 10:34 AM EST | No |
| Sean Castello | Dec 26, 2025 10:17 AM EST | No |
| Tyler Gibson | Dec 18, 2025 2:54 PM EST | No |
| Taya Hoff | Dec 18, 2025 2:01 PM EST | No |



| | | |
|------------------|--------------------------|----|
| Michael Vespucci | Dec 18, 2025 3:37 PM EST | No |
| Richard Kehoe | Dec 22, 2025 2:00 PM EST | No |



Project Criteria

| Criteria | Points | Description |
|--|-----------|--|
| Administrative Review | Pass/Fail | All documents completed and submitted as requested |
| Admin Review Addenda | Pass/Fail | Ensure Addenda (If Issued) are returned signed/dated |
| Technical Review Qualification 00100 | Pass/Fail | Review Qualification Forms A-I & References |
| Technical Review Construction Forms | Pass/Fail | Review Construction Forms 5 & 6 |
| Technical Review Bid Forms 00200 | Pass/Fail | Review Bid Forms 00200 A-F |
| Admin Financial Review | Pass/Fail | Review for Fiscal Solvency |
| Admin Bid Form Pricing Review Base Bid | 100 pts | Direct Price Entry - Base Bid |
| Pricing - Alternate 1 | 0 pts | Pricing - Alternate 1 |
| Pricing - Alternate 2 | 0 pts | Pricing - Alternate 2 |



| | | |
|-----------------------|----------------|-----------------------|
| Pricing - Alternate 3 | 0 pts | Pricing - Alternate 3 |
| Total | 100 pts | |



Scoring Summary

Active Submissions

| | Total | Administrative Review | Admin Review Addenda | Technical Review Qualification 00100 | Technical Review Construction Forms |
|---------------------------------|------------------|------------------------------|-----------------------------|---|--|
| Supplier | / 100 pts | Pass/Fail | Pass/Fail | Pass/Fail | Pass/Fail |
| Halifax Paving, Inc. | 100 pts | Pass | Pass | Pass | Pass |
| Masci General Contractor, Inc. | 95.01 pts | Pass | Pass | Pass | Pass |
| American Civil Construction Inc | 92.84 pts | Pass | Pass | Pass | Pass |
| C.W. Roberts Contracting, Inc. | 90.12 pts | Pass | Pass | Pass | Pass |



| | Technical Review Bid Forms 00200 | Admin Financial Review | Admin Bid Form Pricing Review Base Bid | Pricing - Alternate 1 | Pricing - Alternate 2 |
|------------------------------------|-------------------------------------|---------------------------|--|-----------------------|-----------------------|
| Supplier | Pass/Fail | Pass/Fail | / 100 pts | / 0 pts | / 0 pts |
| Halifax Paving, Inc. | Pass | Pass | 100 pts (\$5,489,744.00) | 0 pts (\$90,034.00) | 0 pts (\$295,652.00) |
| Masci General Contractor, Inc. | Pass | Fail | 95.01 pts (\$5,777,777.70) | 0 pts (\$114,075.50) | 0 pts (\$267,254.45) |
| American Civil Construction Inc | Pass | Pass | 92.84 pts (\$5,913,325.00) | 0 pts (\$72,552.00) | 0 pts (\$304,094.00) |
| C.W. Roberts Contracting, Inc. | Pass | Pass | 90.12 pts (\$6,091,267.60) | 0 pts (\$67,175.00) | 0 pts (\$253,063.20) |

| | Pricing - Alternate 3 |
|----------------------|-----------------------|
| Supplier | / 0 pts |
| Halifax Paving, Inc. | 0 pts (\$300,000.00) |



| | Pricing - Alternate 3 |
|---------------------------------|------------------------------|
| Supplier | / 0 pts |
| Masci General Contractor, Inc. | 0 pts (\$392,040.00) |
| American Civil Construction Inc | 0 pts (\$197,800.00) |
| C.W. Roberts Contracting, Inc. | 0 pts (\$40,500.00) |



Palm Coast Parkway