

RESOLUION 2025-06

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, TO AWARD BID NO. FB-24-2307 PROJECT # 260 PIER CONSTRUCTION TO VECELLIO & GROGAN IN AN AMOUNT NOT TO EXCEED \$14,142,027; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City Pier, constructed nearly one hundred years ago, serves as the iconic structure of the City of Flagler Beach, but due to age and storm-related damage, the Pier was closed in 2022; and,

WHEREAS, the City retained Moffatt & Nichol to serve as an engineering design consultant for the demotion and reconstruction of the Pier; and,

WHEREAS, City staff worked diligently with federal and state officials to secure adequate funding to rebuild the Pier; and,

WHEREAS, City staff solicited interested contractors to pre-qualify for the demolition and preconstruction project, and subsequently received one proposal for the project; and,

WHEREAS, Moffatt & Nichol representatives have reviewed the proposal and recommend that the City award the Pier demolition and reconstruction project to Vecellio & Grogan;

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, AS FOLLOWS:

SECTION 1. The City of Flagler Beach City Commission awards the contract for the Pier demolition and reconstruction (Project # 260) to Vecellio & Grogan in an amount not to exceed \$14,142,027 (Exhibit A).

SECTION 2. City staff will coordinate review and payment for costs associated with the project to ensure compliance with federal and state regulations.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4. This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS 23<sup>rd</sup> DAY OF JANUARY, 2025.

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

ATTEST:

\_\_\_\_\_  
Patti King, Mayor

\_\_\_\_\_  
Penny Overstreet, City Clerk

Attachment: Exhibit A



**SECTION 00 41 13 BID FORM**

**CITY OF FLAGLER BEACH  
FLAGLER BEACH FISHING PIER REPLACEMENT 2024-2026**

**CITY PROJECT NO.: 260  
CITY INVITATION TO BID NO: FB-242307**



**November 1, 2024**



**INVITATION TO BID  
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## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

***City of Flagler Beach  
105 S 2<sup>nd</sup> Street  
Flagler Beach, FL 32136***

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>One (1)</u>	<u>November 14, 2024</u>
<u>Two (2)</u>	<u>November 21, 2024</u>
<u>                    </u>	<u>                                    </u>
<u>                    </u>	<u>                                    </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance



of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given CMA written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by CMA is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.



## ARTICLE 5 — BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<b>Total Lump Sum Bid Price from Bid Schedule below.</b>	<b>\$14,142,027.00</b>
--	------------------------

BID SCHEDULE					
BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
	<b>General Conditions &amp; Mobilization</b>		LS	\$	\$
1	Mobilization	1	LS	\$ 1,428,000.00	\$ 1,428,000.00
2	General Conditions	1	LS	\$ 3,182,000.00	\$ 3,182,000.00
3	Ped Access	1	LS	\$ 41,000.00	\$ 41,000.00
4	Trestle	1	LS	\$ 2,672,000.00	\$ 2,672,000.00
5	Geotech Data Collection & Analysis	1	LS	\$ 62,200.00	\$ 62,200.00
	<b>Subtotal</b>				<b>\$ 7,385,200.00</b>
	<b>Demolition</b>				
6	Locate and Remove all Underwater Obstructions and Debris	1	LS	\$ 125,500.00	\$ 125,500.00
7	Removal of Remaining Pier Spans	1	LS	\$ 135,800.00	\$ 135,800.00
8	Remove and Dispose of Timber Pilings	1	LS	\$ 117,200.00	\$ 117,200.00
9	Remove Deck Planks	1	LS	\$ 8,200.00	\$ 8,200.00
	<b>Subtotal</b>				<b>\$ 386,700.00</b>
	<b>Existing Pier Repairs</b>				
10	Structural Pile Jackets	3	EA	\$ 8,100.00	\$ 24,300.00
11	Replacement of Pile Jackets	2	EA	\$ 9,240.00	\$ 18,480.00
12	Pile Collars and Jacking	4	EA	\$ 3,100.00	\$ 12,400.00
13	Misc. Timber Repairs	1	LS	\$ 192,000.00	\$ 192,000.00
	<b>Subtotal</b>				<b>\$ 247,180.00</b>
	<b>New Pier Construction</b>				
14	Furnish Concrete Piles	80	EA	\$ 11,100.00	\$ 888,000.00
15	Install Concrete Piles	1	LS	\$ 1,175,000.00	\$ 1,175,000.00
16	Concrete Pile Caps	19	EA	\$ 43,500.00	\$ 826,500.00
17	Concrete Stringers	91	EA	\$ 9,275.00	\$ 844,025.00
18	Cross Girders at Canopy Columns	24	EA	\$ 4,140.00	\$ 99,360.00
19	Wood Decking	13,957	SF	\$ 49.00	\$ 683,893.00
20	Hand Raining	1,473	LF	\$ 135.00	\$ 198,855.00
21	Fire Water Service	665	LF	\$ 307.00	\$ 204,155.00
22	Potable Water Service & Fish Cleaning Stations	653	LF	\$ 103.00	\$ 67,259.00
23	Pier Lighting	1	LS	\$ 630,000.00	\$ 630,000.00
	<b>Subtotal</b>				<b>\$ 5,617,047.00</b>
	<b>Pier Appurtenances</b>				
24	Shade Structures	3	EA	\$ 152,800.00	\$ 458,400.00
25	Pier Appurtenances	1	LS	\$ 47,500.00	\$ 47,500.00
	<b>Subtotal</b>				<b>\$ 505,900.00</b>
				<b>TOTAL BID</b>	<b>\$ 14,142,027.00</b>

## INVITATION TO BID



Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Acknowledged: \_\_\_\_\_

Signature

- Matthew Farley, Vice President

12/10/2024

Date

#### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 4.02 of the Owner-Contractor Agreement on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in accordance with Paragraph 4.03 of the Owner-Contractor Agreement.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. List of Project References;
  - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - F. Required Bidder Qualification Statement with supporting Attachments A through O
  - G. Submit sealed bids including one original copy, four (4) identical paper copies, and one (1) electronic copy in pdf format on USB or CD.

#### ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.





## ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Vecellio & Grogan, Inc.

By:

*[Signature]*

*Matthew Farley*

*[Printed name]*

Matthew Farley, Vice President

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*

*Michele Wikel Lilly*

*[Printed name]*

Michele Wikel Lilly

Title:

Secretary, Treasurer & Corporate Controller

Submittal Date:

December 10, 2024

Address for giving notices:

2251 Robert C. Byrd Dr.

Beckley, WV 25802

Telephone Number:

(304)252-6575

Fax Number:

(304)252-4131

Contact Name:

Matthew Farley

Contact e-mail address:

Matt.Farley@vecelliogrogan.com

Bidder's License No.:

CGC1529919

**END OF SECTION**





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**SECTION 00 01 50**  
**FLORIDA TRENCH SAFETY ACT**

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650.

Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

Name: Vecellio & Grogan, Inc.

Authorized Signature:  Matthew Farley

Date: December 10, 2024

Title: Vice President

**END OF SECTION**



**SECTION 00 11 53**  
**REQUEST FOR QUALIFICATION FORMS**

Project Name: **FLAGLER BEACH FISHING PIER REPLACEMENT 2024-2026 City Project No.: 260**

Company Name: Vecellio & Grogan, Inc..

Contact Name: Matthew Farley

E-mail Address: Matt.Farley@vecelliogrogan.com

Mailing Address: 2251 Robert C. Byrd Dr.  
Beckley, WV 25802

Phone Number: (304)252-6575

Fax Number: (304)252-4131

Contractor License Number: CGC1529919

The CITY will post addenda information at Onvia DemandStar, Inc., at the following web address: [www.demandstar.com](http://www.demandstar.com). For technical assistance with this website, please contact Onvia Services at 1-800-711-1712. All Bidders should check the Onvia DemandStar website at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the submittal as unresponsive. Bidders shall sign, date, and return all addenda with their bid. It is the sole responsibility of the Bidder to ensure he/she obtains information related to Addenda. Oral and other interpretations or clarifications will be without legal effect.

The following Addenda were received:

Addendum No. One (1) Date Received 11/14/2024

Addendum No. Two (2) Date Received 11/21/2024

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

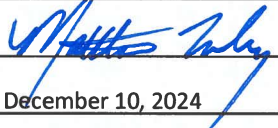
Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_



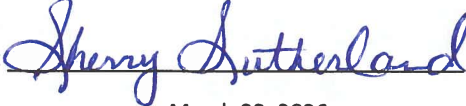
The Bidder acknowledges the receipt, execution, and return of the following attachments:

- Attachment A: Certificate of Corporation
- Attachment B: Contractor Questionnaire
- Attachment C: Required Disclosure
- Attachment D: Bidder Information
- Attachment E: Experience of Bidder
- Attachment F: Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- Attachment G: Affidavit of Non-Collusion
- Attachment H: Certification of Non-Segregated Facilities
- Attachment I: Drug-Free Work Place
- Attachment J: Conflict of Interest Statement
- Attachment K: Compliance with Public Records Law
- Attachment L: Americans with Disabilities Act Affidavit
- Attachment M: List of Licenses and Certifications
- Attachment N: List of Proposed Subcontractors/Suppliers
- Attachment O: List of Proposed Equipment

Name: Vecellio & Grogan, Inc.  
Authorized Signature:  Matthew Farley  
Date: December 10, 2024  
Title: Vice President

The foregoing instrument was acknowledged before me this 10th day of December, 2024,  
by Matthew Farley of Vecellio & Grogan, Inc.  
(Officer Name) (Company)

on behalf of the company. He/She is personally known to me or has produced  
\_\_\_\_\_ identification.

Notary Public:   
My Commission Expires: March 23, 2026



Sherry Sutherland  
Notary Public, State of Florida  
My Comm. Expires March 23, 2026  
Commission No. HH225234

END OF SECTION



## REQUEST FOR QUALIFICATION FORMS

### ATTACHMENT A

### CERTIFICATE OF CORPORATION

Please include a copy of your Certificate of Corporation from the State of Florida with this attachment.

**See Vecellio & Grogan, Inc. Certificate of Secretary and Certificate of Status from State of Florida attached**

**STATE OF FLORIDA**

**COUNTY OF** Duval

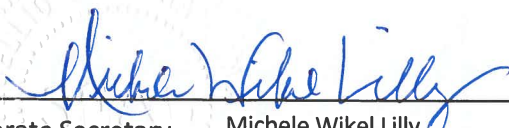
I HEREBY CERTIFY that a meeting of the Board of Directors of Vecellio & Grogan, Inc., a corporation under the laws of the State of West Virginia, was held on July 17, 2024. The following resolution was duly passed and adopted:

"RESOLVED, that Matthew Farley as Vice President of the corporation is hereby authorized to execute the Contract dated TBD 20\_\_, between The City of Flagler Beach, a municipal corporation and this corporation, and that execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the corporation

This 10th day of December, 2024.

  
Corporate Secretary Michele Wikel Lilly

**END OF ATTACHMENT A**



**VECELLIO  
& GROGAN, INC.**

**Secretary's Certificate  
Of  
Vecellio & Grogan, Inc.**

**I HEREBY CERTIFY** that I am the duly elected Secretary of Vecellio & Grogan, Inc. (the Corporation), and that the following is the resolution duly adopted at a meeting of the Board of Directors of the Corporation held on the 17th day of July 2024 and, I further certify that the said resolutions remain in full force and effect as of the date hereof and have not been amended or revised in any respect.

**RESOLVED** that the following officers were unanimously elected:

Leo A. Vecellio, Jr.	Chairman of the Board, President & Chief Executive Officer (450 Royal Palm Way, 2 <sup>nd</sup> Floor, Palm Beach, FL 33480)
Michael A. Vecellio	President – Construction (450 Royal Palm Way, 2 <sup>nd</sup> Floor, Palm Beach, FL 33480)
Christopher S. Vecellio	Senior Vice-President & Chief Operating Officer (450 Royal Palm Way, 2 <sup>nd</sup> Floor, Palm Beach, FL 33480)
Matthew Farley	Vice-President – Construction (720 Talleyrand Ave., Jacksonville, FL 32206)
Michele Wikel Lilly	Secretary, Treasurer & Corporate Controller (2251 Robert C Byrd Dr., Beckley, WV 25801)

**FURTHER RESOLVED**, that it is for the best interests and welfare of this Corporation that this Board of Directors for itself, and its duly constituted and elected successors, constitute, appoint, designate, direct, authorize and empower the executive officers of this corporation, and each of them, to-wit: Leo A. Vecellio, Jr., Chairman of the Board; Kathyrn C. Vecellio, Vice-President; Christopher S. Vecellio, Senior Vice-President; and Michael A. Vecellio, President-Construction; to act in all matters pertaining to the business of this corporation which may be necessary for the carrying on of legitimate business for which this corporation was incorporated.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 4th day of December 2024.

**Vecellio & Grogan, Inc.**

  
\_\_\_\_\_  
Michele Wikel Lilly  
Secretary, Treasurer & Corporate Controller

# *State of Florida*

## *Department of State*

I certify from the records of this office that VECCELLIO & GROGAN, INC. is a West Virginia corporation authorized to transact business in the State of Florida, qualified on April 24, 1980.


The document number of this corporation is 845817.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on March 28, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-second day of  
November, 2024*



  
Secretary of State

Tracking Number: 2029283914CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>





**SECTION 00 11 53  
REQUEST FOR QUALIFICATION FORMS  
ATTACHMENT B**

**CONTRACTOR QUESTIONNAIRE**

DATE: 12/10/2024

NAME OF BIDDER: Vecellio & Grogan, Inc.

BUSINESS ADDRESS: 2251 Robert C. Byrd Dr., Beckley, WV 25802

PHONE NUMBER: (304)252-6575

CONTRACTOR'S FL LICENSE #: CGC1529919

EXPIRATION DATE: August 31, 2026

**The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets as necessary.**

1. How many years has your organization been in business as a General Contractor?

Vecellio & Grogan, Inc. has been in business since 1938. - 86 years as a General Contractor  
\_\_\_\_\_  
\_\_\_\_\_

2. How many years has your organization been in business as a Subcontractor?

Vecellio & Grogan, Inc. has been in business since 1938. - 86 years as a Subcontractor  
\_\_\_\_\_  
\_\_\_\_\_

3. Name of Superintendent and length of time with your company?

Michael Chmara - with Vecellio & Grogan or its divisions for 4 years, and over 42 years in the industry  
Fred Chapin - with Vecellio & Grogan or its divisions for 11 years, and over 24 years in the industry  
\_\_\_\_\_





4. Describe in detail and give the date and owner, including phone numbers and contact person(s), of the last five (5) projects that you have completed similar in type, size, and nature as the project proposed?

JAX Beach Pier (2019-2022) City of Jacksonville \$9,955,512.00 - Tim Thacker (904)470-3902

City of Ft. Pierce Marina (2014-2015) City of Ft. Pierce \$11,080,000.00 - Bellingham Marine Kevin Thompson (904)358-3362

Skyway Bridge Wave Attenuation D-B (2022-2023) FDOT - \$6,345,131.37 - Jim Fitzer (813)286-1711

C204038-I-26/US-7/NC-108 Interchange (2017-2019) NCDOT - \$27,427,194.19 C.S. "Shep" Cordray (828)891-5367

City of St. Augustine Marina (2012-2013) City of St. Augustine - \$3,116,000.00- Sam Aduklewicz (904)825-1001

5. Have you ever failed, or been alleged to have failed, to complete work awarded to you? If so, please list the project and explain the reasons why?

No

6. Have you ever failed, or been alleged to have failed, to complete work within the Contract Time? If so, please list the project and explain the reasons why?

See Exhibit A attached hereto.

7. Have you ever been assessed liquidated damages, or had liquidated damages assessed against you? If so, please list the project and explain the reasons why?

See Exhibit A attached hereto.

8. Have you ever had a bond or letter of credit called by the owner of a project? If so, when?

No



9. Have you personally inspected the site of the proposed Work? Describe, in full, any anticipated problems with the site and your proposed solutions?

Yes, we have personally inspected the site and at this time, we do not anticipate any problems with the site beyond ordinary construction challenges, however we do anticipate some potential problems binding a Builder's Risk Policy in accordance with the Bid Documents. The current insurance market indication is that based on the construction and location of risk there currently is limited capacity available in the market to provide a Builder's Risk Policy and Lloyd's of London may be the only potential option. If successful in obtaining a policy, the market further indicates that any builder's risk policy that might be obtained would include a sub-limit for wind and flood. The market anticipates the maximum sub-limit for wind and flood coverage would be \$5,000,000 for this type of policy.

Bidder Name: Vecellio & Grogan, Inc.

Signature:  Matthew Farley

Title: Vice President

Attach the corporate information sheet from the Florida Department of State, Division of Corporation's, web site.

#### ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF Duval

  
Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public below:

Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ OR physical presence ☒

this 10th day of December, 2024.

Personally Known ☒ OR Produced identification ☐

Type of Identification Produced: \_\_\_\_\_



Sherry Sutherland  
Notary Public, State of Florida  
My Comm. Expires March 23, 2026  
Commission No. HH225234

END OF ATTACHMENT B



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Profit Corporation  
VECELLIO & GROGAN, INC.

### Filing Information

**Document Number** 845817  
**FEI/EIN Number** 55-0345840  
**Date Filed** 04/24/1980  
**State** WV  
**Status** ACTIVE

### Principal Address

2251 ROBERT C BYRD DRIVE  
BECKLEY, WV 25801

Changed: 03/17/2010

### Mailing Address

P.O. BOX 2438  
BECKLEY, WV 25802

Changed: 02/27/2004

### Registered Agent Name & Address

SULLIVAN, MICHAEL  
450 Royal Palm Way  
2nd Floor  
PALM BEACH, FL 33480

Name Changed: 03/28/2024

Address Changed: 04/10/2023

### Officer/Director Detail

#### **Name & Address**

Title ASSISTANT SECRETARY

GWINN, LOMAN L  
2251 ROBERT C. BYRD DRIVE  
BECKLEY, WV 25801

Title P/D

VECELLIO, LEO A, Jr.  
450 Royal Palm Way  
2nd Floor  
Palm Beach, FL 33480

Title Director of Finance, Compliance, and Tax

SMITH, ROBERT D  
450 Royal Palm Way  
2nd Floor  
Palm Beach, FL 33480

Title D

VECELLIO, KATHRYN C  
450 Royal Palm Way  
2nd Floor  
Palm Beach, FL 33480

Title D

VECELLIO, CHRISTOPHER S  
450 Royal Palm Way  
2nd Floor  
Palm Beach, FL 33480

Title D

VECELLIO, MICHAEL A  
450 Royal Palm Way  
2nd Floor  
Palm Beach, FL 33480

Title VP

Farley, Matthew A  
2251 Robert C. Byrd Dr.  
BECKLEY, WV 25801

Title SECRETARY, TREASURER, & CORPORATE CONTROLLER

Lilly, Michele Wikel  
2251 ROBERT C BYRD DRIVE  
BECKLEY, WV 25801

Title VP of Finance

Sullivan, Michael  
450 Royal Palm Way  
2nd Floor  
Palm Beach, FL 33480

## Title President, Quarries

Hurley, James M, IV

1645 North Congress Ave.

West Palm Beach, FL 33409

**Annual Reports****Report Year      Filed Date**

2022              04/29/2022

2023              04/10/2023

2024              03/28/2024

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Florida Department of State, Division of Corporations



**SECTION 00 11 53**  
**REQUEST FOR QUALIFICATION FORMS**  
**ATTACHMENT C**  
**REQUIRED DISCLOSURE**

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state of the United States against (i) the Bidder, (ii) any business entity related to or affiliated with the Bidder or (iii) any present or former owner of the Bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty percent (20%) or less of the outstanding shares of the Bidder whose stock is publicly owned and traded:

Not Applicable

Bidder Name: Vecellio & Grogan, Inc.

Signature:  Matthew Farley

Title: Vice President

Date: 12/10/2024

**END OF ATTACHMENT C**





**SECTION 00 11 53**  
**REQUEST FOR QUALIFICATION FORMS**  
**ATTACHMENT D BIDDER INFORMATION**

List the full legal name of each officer of the Corporation.

**President:** Michael A. Vecellio

**Signature:** *Michael A. Vecellio* **Date:** 12/4/24

**Vice-President:** Matthew Farley

**Signature:** *Matthew Farley* **Date:** 12/9/24

**Secretary:** Michele Wikel Lilly

**Signature:** *Michele Wikel Lilly* **Date:** 12/10/24

**Treasurer:** Michele Wikel Lilly

**Signature:** *Michele Wikel Lilly* **Date:** 12/10/24

List the Corporate Officer that will sign the contract: Matthew Farley

**END OF ATTACHMENT D**



**SECTION 00 11 53  
REQUEST FOR QUALIFICATION FORMS**

**ATTACHMENT E  
EXPERIENCE OF BIDDER**

Bidder Name: Vecellio & Grogan, Inc.

Authorized Signature:  Date: 12/10/2024  
Matthew Farley, Vice President

Is your company currently involved in any active litigation? ☒ Yes ☐ No

If Yes, explain: See Exhibit B attached hereto

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has your company ever been sued? ☒ Yes ☐ No

If Yes, explain and/or submit court decision or judgment, as applicable: \_\_\_\_\_

See Exhibit B attached hereto. Vecellio & Grogan, Inc. has provided the litigation history for the last  
seven years as there is no time frame stated in the bid documents. If further information is required,  
please feel free to contact us.

The Bidder must demonstrate the successful completion of three (3) projects of similar complexity, nature, size, and dollar amount of lift stations rehabilitations or new installations. Any material misrepresentation, as determined by the City of Flagler Beach, shall result in disqualification.

On the following pages, provide the requested information regarding experience within the past five (5) years on three (3) projects as listed above. These projects must be new or rehabilitation of fishing piers similar in nature to the proposed Flagler Beach Fishing Pier as designed by Moffat & Nichol.



**Project #1:**

Contract Date: 11/5/2019

Contract Amount: \$ 9,955,512.00

Project Name: Jacksonville Beach Pier

Project Location: Jacksonville Beach, Florida

General Scope of Work: Project consisted of removal and disposal of approximately 520 LF of existing pier lying on the ocean floor. Install 96 ea 24" x 24" concrete piling ranging from 60' to 130' in length. Precast caps set and grouted in position on 40' spacing. 92 ea 40' long concrete beams spanned from cap to cap. New deck panels were secured between the beams. Water and electrical utilities were run the length of the pier.

Client Name and Address: City of Jacksonville

214. N. Hogan St.

Jacksonville, FL 32202

Client Contact Phone: (904) 470-3902 - Tim Thacker

Client Contact Email: ThackerT@etminc.com

Was the project completed on schedule? ☒ Yes ☐ No

Total Amount of Change Orders: \$ 75,017.71

Reasons for Change Orders: Delays due to permitting and angle bent materials

\_\_\_\_\_  
\_\_\_\_\_

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**Project #2:**

Contract Date: November 5, 2020

Contract Amount: \$ 406,840.00

Project Name: Fort Caroline Park Pier Repairs - Owner: National Park Service

Project Location: Jacksonville, Florida

General Scope of Work: Demolition and repair of damage to concrete pier. Demolish and replace 13  
each 14" concrete piles, approximately 700 SF of concrete deck and miscellaneous  
timber fender piles.

Client Name and Address: Norfolk Tug Company - Prime Contractor

508 East Indian River Rd.

Norfolk, VA 32523

Client Contact Phone: (757) 408-2030 - John Ryan

Client Contact Email: jryan@uswtllc.com

Was the project completed on schedule? ☒ Yes ☐ No

Total Amount of Change Orders: \$ 520.00

Reasons for Change Orders: Extra Tugging

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Project #3:**

Contract Date: 12/1/2020

Contract Amount: \$ \$1,703,852.34

Project Name: Gordy Road Bridge Replacement

Project Location: St. Lucie County, Florida

General Scope of Work: The proposed project entails demolition of the existing Gordy Road bridge and construction of a concrete, pile-supported bridge in the same location as the existing structure. The proposed permanent bridge will be approximately 27 feet wide and include 2.5- and 1.5-foot shoulders on the west and east sides, respectively and a 8.5-foot sidewalk on the east side.

Client Name and Address: St. Lucie County

2300 Virginia Ave.

Ft. Pierce, FL 34982

Client Contact Phone: (772) 462-1712 - Lisa Campbell

Client Contact Email: CampbellL@st.lucieco.org

Was the project completed on schedule? X Yes      No

Total Amount of Change Orders: \$ N/A

Reasons for Change Orders: did not exceed contractual contingency amounts

**END OF ATTACHMENT E**



**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to: The City of Flagler Beach (Public entity)

By: Matthew Farley - Vice President  
(Individual's name and title)

For: Vecellio & Grogan, Inc.  
(Name of entity submitting sworn statement)

Whose business address is: 2251 Robert C. Byrd Dr.  
Beckley, WV 25802

Federal Employer Identification Number (FEIN): 55-0345840  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

1. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair





market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies)

XX Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in management of the entity, nor the affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

                     The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

                     The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Jury of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Jury determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)





I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF FLAGLER IS FOR THE CITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY PRIOR TO ENTERING IN TO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature: *Matthew Farley*, Matthew Farley

Date: 12/10/2024

State of: Florida

County of: Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Matthew Farley who, after first being sworn by me,  
(Name of individual signing)

affixed his ~~her~~ signature in the space provided above on this 10th day of December, 20 24.

#### ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ OR physical presence ☒

this 10th day of December, 20 24.

Personally Known ☒ OR Produced identification ☐

Type of Identification Produced: \_\_\_\_\_

*Sherry Sutherland*  
Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public below:



Sherry Sutherland  
Notary Public, State of Florida  
My Comm. Expires March 23, 2026  
Commission No. HH225234



**SECTION 00 11 53  
REQUEST FOR QUALIFICATION FORMS**

**ATTACHMENT G AFFIDAVIT OF NON-COLLUSION**

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

**OATH AND AFFIRMATION**

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 10th day of December, 20 24.

Vecellio & Grogan, Inc.

(Bidder Name)

Vice President

(Title)

(Signature) Matthew Farley

**ACKNOWLEDGEMENT**

STATE OF Florida

COUNTY OF Duval

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 10th day of December, 20 24.

Notary Public: Sherry Sutherland

My Commission Expires: March 23, 2026

**END OF ATTACHMENT G**



Sherry Sutherland  
Notary Public, State of Florida  
My Comm. Expires March 23, 2026  
Commission No. HH225234



**SECTION 00 11 53  
REQUEST FOR QUALIFICATION FORMS**

**ATTACHMENT H  
CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of his establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

Name: Vecellio & Grogan, Inc.

Signature:   
Matthew Farley

Date: 12/10/2024

Title: Vice President

Official Address: 2251 Robert C. Byrd Dr., Beckley, WV 25802

**END OF ATTACHMENT H**



**SECTION 00 11 53  
REQUEST FOR QUALIFICATION FORMS**

**ATTACHMENT I  
DRUG-FREE WORKPLACE**

In accordance with section 287.087, Florida Statutes, the undersigned vendor hereby certifies that

Vecellio & Grogan, Inc. (Name of Business):

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of the matters set forth above.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name: Matthew Farley

Signature: 

Date: 12/10/2024

Title: Vice President

**END OF ATTACHMENT I**



**SECTION 00 11 53  
REQUEST FOR QUALIFICATION FORMS**

**ATTACHMENT J CONFLICT OF INTEREST STATEMENT**

Before me, the undersigned authority, personally appeared Matthew Farley,  
who was duly sworn, deposes, and states:

1. I am the Vice President of Vecellio & Grogan, Inc. with a local office in Jacksonville, FL and principal office in Beckley, WV.
2. The above-named entity is submitting an Expression of Interest for the City of Flagler Beach project described as bid number FB-242307.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of the City of Flagler Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Flagler Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Flagler Beach in writing.

  
\_\_\_\_\_  
Signature of Affiant

**END OF ATTACHMENT J**



**ACKNOWLEDGEMENT**

**STATE OF FLORIDA**

**COUNTY OF** Duval

Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ OR physical presence ☒

this 10th day of December, 2024.

Personally Known ☒ OR Produced identification ☐

Type of Identification Produced: \_\_\_\_\_

  
**Signature of Notary Public**

Print, Type or Stamp Commissioned Name of Notary Public below:



Sherry Sutherland  
Notary Public, State of Florida  
My Comm. Expires March 23, 2026  
Commission No. HH225234

**END OF ATTACHMENT J**

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**SECTION 00 11 53**  
**REQUEST FOR QUALIFICATION FORMS**

**ATTACHMENT K**  
**COMPLIANCE WITH THE PUBLIC RECORDS LAW**

Upon award recommendation or thirty (30) days after receiving submittals, they become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City of Flagler Beach in a separate envelope marked accordingly.

Company Name: Vecellio & Grogan, Inc.

Authorized representative Printed Name: Matthew Farley, Vice President

Authorized Representative Signature: 

Date: 12/10/2024

**END OF ATTACHMENT K**





**SECTION 00 11 53  
REQUEST FOR QUALIFICATION FORMS**

**ATTACHMENT L  
AMERICANS WITH DISABILITIES ACT AFFIDAVIT**

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the CITY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act ("ADA"), 42 USC s. 12101 *et seq.* It is understood that in no event shall the CITY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the CITY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

Name: Vecellio & Grogan, Inc.

Authorized Signature:  Matthew Farley

Date: 12/10/2024

Title: Vice President

Affix Corporate Seal:

**ACKNOWLEDGEMENT**

**STATE OF FLORIDA**

COUNTY OF Duval

  
Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public below:

Sworn to (or affirmed) and subscribed before me by means of  
online notarization ☐ OR physical presence ☒

this 10th day of December, 2024.

Personally Known ☒ OR Produced identification ☐

Type of Identification Produced: \_\_\_\_\_



Sherry Sutherland  
Notary Public, State of Florida  
My Comm. Expires March 23, 2026  
Commission No. HH225234

**END OF ATTACHMENT L**



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## REQUEST FOR QUALIFICATION FORMS

### ATTACHMENT M ADDITIONAL PROCUREMENT CLAUSES

#### TERMINATION FOR CAUSE AND CONVENIENCE

1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the City to terminate the Agreement, in whole or in part, as further set forth in this Section 17, if Contractor: (i) fails to begin the Work under the Contract Documents within the time specified herein; (ii) fails to properly and timely perform the Work as directed by the City or as provided for in the approved Progress Schedule; (iii) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; (iv) discontinues the prosecution of the Work; (v) fails to resume Work which has been suspended within a reasonable time after being notified to resume Work; (vi) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; (vii) allows any final judgment to stand against it unsatisfied for more than ten (10) days; (viii) makes an assignment for the benefit of creditors; (ix) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; and/or (x) materially breaches any other provision of the Contract Documents.
2. City shall notify Contractor in writing of Contractor's default(s). If the City determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the City, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the City, in its sole discretion, may choose.
3. If the City deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages, and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by the City incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to City, on demand, the full amount of such excess, including costs of collection, attorneys' fee (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the City to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the City, as the case may be, and this obligation for payment shall survive termination of the Agreement.
4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the City in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits and judgments pertaining to or arising out of the Work hereunder.
5. If, after notice of termination of Contractor's right to proceed pursuant to this Section 17, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the City is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the City shall be the same as and



limited to those afforded Contractor below under Subsection 18.1, below, regarding termination of the Agreement for convenience.

#### **DEBARMENT AND SUSPENSION**

1. City shall have the right to terminate the Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against City shall be limited to (i) that portion of the Contract Amount earned through the date of termination; (ii) any retainage withheld up to the date of termination, and (iii) actual out-of-pocket costs arising directly and solely from termination of this Agreement not to exceed under any circumstance five percent (5%) of that portion of the Contract Amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against the City, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

2. City shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

#### **BYRD ANTI-LOBBYING AMENDMENT**

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

#### **Certification**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

#### **PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

- (a) *Definitions.* As used in this clause, the terms *backhaul*; *covered foreign country*; *covered telecommunications equipment or services*; *interconnection arrangements*; *roaming*; *substantial or essential component*; and *telecommunications equipment or services* have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).
- (b) *Prohibitions.*
  - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (2) Unless an exception in paragraph (c) of this clause applies, Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - (iv) Provide, as part of its performance of the contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) *Exceptions.*
  - (1) This clause does not prohibit contractors from providing—
    - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - (2) By necessary implication and regulation, the prohibitions also do not apply to:





- (i) Covered telecommunications equipment or services that:
  - i. Are *not used* as a substantial or essential component of any system; and
  - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in the Contract are established procedures for reporting the information.
- (2) Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
  - (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within ten (10) business days of submitting the information in Paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.*

- (1) Contractor shall insert the substance of this clause, including this Paragraph (e), in all subcontracts and other contractual instruments.

#### **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **COPYRIGHT AND DATA RIGHTS**

Contractor grants to the City of Flagler Beach, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare



derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of the Contract, Contractor will identify such data and grant to the City of Flagler Beach or acquires on its behalf a license of the same scope as for data first produced in the performance of the Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of the Contract, Contractor will deliver to the City of Flagler Beach data first produced in the performance of the Contract and data required by the Contract but not first produced in the performance of the Contract in formats acceptable by the City of Flagler Beach.

#### **BABAA**

The Build America, Buy America Act ("BABAA"), enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, focuses on maximizing the federal government's use of services, goods, products, and materials produced and offered in the United States. BABAA requires that all iron, steel, manufactured products, and construction materials used in federally funded projects for infrastructure must be produced in the United States. USDA is working with the OMB Made in America Office to coordinate compliance with these procurement requirements.

By May 14, 2022, agencies and staff offices were required to ensure new USDA Financial Assistance awards and funding amendments to existing awards, in accordance with applicable legal requirements, comply with § 70914 of the Act by the incorporation of a BABAA preference in the terms and conditions. The [OMB Memorandum M-22-11](#), Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, Appendix I, provides an Example of Award Term – Required Use of American, Iron, Steel, Manufactured Products, and Construction Materials.

#### **CONFLICT OF INTEREST IN PROCUREMENT**

In accordance with 2 C.F.R. § 200.319(b), to ensure objective performance and eliminate unfair competitive advantage, any contractor that develops or drafts specifications, requirements, statements of work, invitations for bids, or requests for proposals for this procurement shall be excluded from competing for this Contract. Contractor acknowledges that failure to comply with this requirement may result in disqualification from the procurement process and, if awarded, immediate termination of the Contract.

**END OF ATTACHMENT M**



## REQUEST FOR QUALIFICATION FORMS

### ATTACHMENT N LIST OF PROPOSED SUBCONTRACTORS/SUPPLIERS

All subcontractors and major materials suppliers are subject to approval of Owner. In the table below, list all subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work. Use additional sheets as necessary.

Company Name	Description	Contact Name, Phone, and Email
GATE PRECAST	CONCRETE PILE & STRINGERS	RUSTY MELCOLM 904-613-8249 RMelcolm@gateprecast.com
BELLINGHAM MARINE	PIER UTILITIES	Jeff Pratt 904-358-3362 jpratt@bellingham-marine.com
APACHE FOREST PRODUCTS	TIMBER SUPPLY	WAYNE RIPLEY 804-744-7081 wayne@apachefp.com
MARSH FASTENERS	HARDWARE	CHRIS MARSH 800-453-4642 chris@marshfasteners.com
DENSO NORTH AMERICA	PILE JACKETS	THOMAS KEADLE 281-821-3355 tkeadle@densona.com
GRL ENGINEERS, INC.	DYNAMIC PILE TESTING	BRIAN MONDELLO 407-826-9539 BMondello@grlengineers.com
USA SHADE	SHADE STRUCTURES	ESTI GONZALEZ 407-340-6082 estiven.gonzalez@usa-shade.com
ACME BARRICADES	TRAFFIC CONTROL	MIKE MOORE 813-695-3690 mmoore@acmebarricades.com
MCGONIGLE ELECTRIC	ELECTRICAL	DAVID MCGONIGLE 904-669-7467 david@mcgonigleelectric.com
TITAN AMERICA	READY MIX CONCRETE	BRANDY ANDERSON 904-509-4288 banderson@titanamerica.com
NUCOR REBAR FABRICATION	REBAR MATERIAL	GEORGE COLSON 407-464-3710 George.colson@Nucor.com

END OF ATTACHMENT N





**SECTION 00 11 53**  
**REQUEST FOR QUALIFICATION FORMS**  
**ATTACHMENT O**  
**LIST OF LICENSES and CERTIFICATIONS**

License/Cert. Name	Number	Issuing Authority	Expiration Date
General Contractors License	CGC1529919	State of Florida	08/31/2026
State Prequalification	F550345840004	Florida Department of Transportation	06/30/2025

**END OF ATTACHMENT O**

## **EXHIBIT A**

### **(for Attachment B to City of Flagler Beach Bid No. FB-242307; Flagler Beach Fishing Pier)**

In response to the applicable questions under Attachment B to the Bid Documents for the referenced bid for the City of Flagler Beach, Bidder, Vecellio & Grogan, Inc. ("V&G") provides the following written explanation relating solely to two (2) Contracts where a State or governmental authority owner is imposing liquidated damages due to Project delays. There have been no claims against any bonds of V&G on any Project by a Project Owner. The referenced Projects are as follows:

1. Florida Department of Transportation (FDOT) Contract T3735 SR30 (US98) at CR 30A East Inlet Beach Pedestrian Crossing, Panama City, FL – Although FDOT has imposed liquidated damages, delays to the Project have been caused by significant changes to the scope of work, which led to FDOT requesting V&G to undertake redesign responsibilities to address the scope change. The scope in question concerns redesigning the tunnel from an un-constructable precast option to a cast-in-place structure and specialty lighting, which included long lead time items, of the tunnel and walkway and as such, material procurement lead times extended performance and completion of the scope of work. V&G has submitted notices of intent to seek additional time and additional compensation in accordance with the Contract Documents to address the delay causing issues. FDOT and V&G are presently working amicably to resolve all issues, including time extensions, in an effort to mitigate and hopefully eliminate the liquidated damages in question.
2. Virginia Department of Transportation (VDOT) Contract C0000056899B03 Replace I-81 NBL Br. Over New River, & Rt. 232 Br. Over I-81, Montgomery & Pulaski Counties, VA – This Project has been delayed by twenty-three (23) Owner / Engineer directed changes to V&G's work, as well as two Acts of God that occurred during the course of the Project. V&G has submitted notices of intent to seek additional time and additional compensation in accordance with the Contract Documents to address these issues. At this time, however, VDOT refuses to address any of these items until V&G reaches final completion of the work. V&G is working diligently to reach final completion to allow for negotiations of the assessed liquidated damages, as well as all claim issues, in accordance with the Contract Documents.

**EXHIBIT B**

**(for Attachment B to City of Flagler Beach Bid No. FB-242307; Flagler Beach Fishing Pier)**

**Vecellio & Grogan, Inc. Litigation History for previous Seven (7) Years as of November 2024 (including pending litigation).**

- (1) *Vecellio & Grogan, Inc. v. Thalle Construction Company, Federal Insurance Company and Liberty Mutual Insurance Company*, AAA Arbitration Case No.: 01-23-0005-5473 (2023), companion case with Palm Beach County Circuit Court Case No.: 502023 CA 016180 XXXAMB.

**Nature of Dispute and Current Status:**

This matter concerns a Subcontract dispute for work performed by Vecellio & Grogan, Inc. for the Prime Contractor Thalle Construction Company on a Project for the South Florida Water Management District located in Palm Beach County, Florida known as STA-1W Expansion #2. Vecellio & Grogan, Inc. provided labor, services and materials to Thalle pursuant to the Subcontract and Thalle Construction Company's directions for which Vecellio & Grogan, Inc. is unpaid. Thalle Construction Company disputes the monies owed relating to the work on the Project. Vecellio & Grogan, Inc. also has brought the action against Thalle Construction Company's Payment Bond sureties in an effort to recover the sums owed under the Payment Bond for the Project. At this time, the principal amount in dispute for monies owed to Vecellio & Grogan, Inc. is \$2,523,549.53.

The litigation is temporarily stayed by the Parties, but it remains **pending**. The temporary stayed was agreed to allow Thalle Construction Company the ability to pursue litigation with the South Florida Water Management District.

**Parties represented by:**

As to Plaintiff/Claimant: Robert L. Frye  
General Counsel  
(561) 784-3487

As to Defendants/Respondents: Dennis Parces  
General Counsel for Thalle Construction Company  
(919) 296-2146

Name of Project Owner: South Florida Water Management District  
3301 Gun Club Road  
West Palm Beach, FL 33406  
(561) 686-8800

- (2) *Pine State Group, Inc. v. Graham County Land Company, LLC and Vecellio & Grogan, Inc.*, North Carolina Superior Court Case No.: 21 CVS 139 (2021)

**Nature of Dispute and Current Status:**

The matter concerns a dispute for monies claimed to be owed to Pine State Group by Graham County Land in the amount of \$37,285.88 for clearing a grubbing work on a highway bypass project in Rockingham County (Project No. C204368). Vecellio & Grogan was sued to ensure that monies are withheld from Graham County Land until payment is made to Pine State Group. The action as to Vecellio & Grogan is presently stayed as there is no issue between Pine State Group and Vecellio & Grogan at this time.

The matter continues to be litigated between Pine State Group and Graham County Land, and thus is still **pending**. However, there has been no active pursuit of the matter as to Vecellio & Grogan, Inc.

Parties represented by:

As to Plaintiff/Claimant: Thomas Medlin, Jr.  
Hagan Barrett, PLLC  
(336) 232-0658

As to Defendant/Respondent: Jeff Southerland (for Vecellio & Grogan, Inc.)  
Tuggle Duggins P.A.  
(336) 378-1431

Zeyland McKinney (for Graham County Land)  
McKinney Law Firm, P.A.  
(828) 837-9973

Name of Project Owner: North Carolina Department of Transportation  
300 DOT Drive  
Asheboro, NC 27204  
(336) 318-4020

- (3) *Hal Jones Contractor, a division of Vecellio & Grogan, Inc. v. MasTec North America, Inc.*, AAA Arbitration Case No.: 01-19-0000-6676 (2019), companion case with Miami-Dade County Circuit Court Case No.: 2019-006916-CA-01.

Nature of Dispute and Current Status:

This matter concerns a Subcontract dispute for work performed by Hal Jones Contractor, a division of Vecellio & Grogan, Inc. for the Prime Contractor MasTec North America, Inc. on a Project located in Charleston, South Carolina for SCANA Services, a buying agent for SC Electric & Gas Co. Hal Jones Contractor, a division of Vecellio & Grogan, Inc.'s scope of work pertained to cutting steel caissons and piles in the Wando River and the Cooper River and the furnishing and installation of concrete poles, reinforcing steel and pouring of concrete pile caps. Hal Jones Contractor, a division of Vecellio & Grogan, Inc. and MasTec North America, Inc. dispute the monies owed relating to the work on the Project.

The litigation was amicably resolved by the parties and the Arbitration and lawsuit were **dismissed**. The terms of the settlement are confidential.

Parties represented by:

As to Plaintiff/Claimant: Daniel Vega (for MasTec North America, Inc.)  
Formerly of Taylor Espino Vega & Touron, PLLC  
Now, Delgado Vega, PLLC  
(305) 452-7000

As to Defendants/Respondents: Brad Copenhaver (for Hal Jones Contractor, a  
division of Vecellio & Grogan, Inc.)  
VLP Copenhaver & Espino  
(850) 224-6205

Name of Project Owner: SCANA Services  
Address and Contact Information Currently Unknown

(4) *Vecellio & Grogan, Inc. v. American Mining Group, LLC*, AAA Arbitration Case No.: 02-19-0003-4707 (2019)

Nature of Dispute and Current Status:

This matter concerns a contract for excavation work at a surface mine site in Greenbrier County and Fayette County, West Virginia which was leased, permitted and operated by American Mining Group, LLC. Vecellio & Grogan filed for arbitration due to American Mining Group, LLC's refusal and failure to pay for overburden removal work, as well as other costs incurred by Vecellio & Grogan, Inc. American Mining Group, LLC disputes the monies owed. The principal amount in dispute for monies owed to Vecellio & Grogan, Inc. was \$1,626,703.16.

The litigation was amicably resolved by the parties and the Arbitration was **dismissed**. The terms of the settlement are confidential.

Parties represented by:

As to Plaintiff/Claimant: Robert L. Frye (pro hac vice through local counsel)  
General Counsel  
(561) 784-3487

As to Defendants/Respondents: James R. Christie  
Christie Law Firm  
(304) 842-5461

and

Robert V. Berthold, Jr.  
Berthold Law Firm, PLLC  
(304) 345-5700

Name of Project Owner: WPP LLC  
Address and Contact Information Currently Unknown

(5) *Monroe Bypass Constructors, LLC v. Vecellio & Grogan, Inc.*, AAA Arbitration Case No.: 01-19-0000-9140 (2019)

Nature of Dispute and Current Status:

This matter concerns a Subcontract dispute pertaining to a design-build contract. Monroe Bypass Constructors, LLC was the design builder pursuant to a contract with the North Carolina Department of Transportation to design and construct the approximately 20 mile long Monroe Connector/Bypass from US-74/I-485 in Mecklenberg County, NC to US 74 between Wingate and Marshville, NC, otherwise known as the Monroe Bypass Project ("Project"). Vecellio & Grogan, Inc. entered into a Subcontract with Monroe Bypass Constructors, LLC to perform the grading, erosion control, drainage and other site work for Segment II of the Project. Design issues arose relating to the embankment paved roadway, and the parties dispute entitlement to compensation related to correction of those roadway issues. The principal amount in dispute for monies owed to Vecellio & Grogan, Inc. was \$2,792,354.89.

The litigation was amicably resolved by the parties and the Arbitration was **dismissed**. The terms of the settlement are confidential.

Parties represented by:

As to Plaintiff/Claimant: Robert Burchette  
Johnson, Allison & Hord, P.A.  
(704) 332-1181

As to Defendants/Respondents: Larry Caudle  
Kraftson Caudle  
(703) 873-5500

Name of Project Owner: North Carolina Department of Transportation  
1 S. Wilmington Street  
Raleigh, NC 27601  
(877) 368-4968

# BID BOND

Travelers Casualty and Surety Company of America  
Hartford, CT 06183

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**CONTRACTOR:**

*(Name, legal status and address)*

Vecellio & Grogan, Inc.  
2251 Robert C Byrd Dr.  
Beckley, WV 25801

**OWNER:**

*(Name, legal status and address)*

City of Flagler Beach  
105 S 2nd Street  
Flagler Beach, FL 32136

**SURETY:**

*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America  
One Tower Square, 5PB  
Hartford, CT 06183

**BOND AMOUNT:**     Percent (5%) of the Bidder's Maximum Price

**PROJECT:**

*(Name, location or address, and Project number, if any)*

**CITY OF FLAGLER BEACH FISHING PIER REPLACEMENT 2024-2026**

**CITY PROJECT NO: 260/CITY INVITATION TO BID NO: FB-242307**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **WILLIAM D PHELPS** of **MELBOURNE**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: \_\_\_\_\_

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10th** day of **December**, **2024**



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Signed and Sealed this 10th day of December, 2024

Sherry Sutherland  
(Witness)

[Signature]  
(Witness)

**Vecellio & Grogan, Inc.**  
[Signature]  
(Principal) (Seal)

**Matt Farley, Vice President**  
(Title)

**Travelers Casualty and Surety Company of America**  
[Signature]  
(Surety) (Seal)

**William D. Phelps, Attorney-In-Fact and FL Resident Agent**  
(Title)