

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

All State Civil Construction, Inc.  
1301 Beville Road, Suite 16  
Daytona Beach, FL 32119

**SURETY:**

(Name, legal status and principal place  
of business)

The Gray Casualty & Surety Company  
P.O. Box 6202  
Metairie, LA 70009-6202

**OWNER:**

(Name, legal status and address)

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

**BOND AMOUNT: \$**

Five Percent of Attached Bid (5%)

**PROJECT:**

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

Project #570 - Bid #24-1021 - South Central Water Main Replacement  
City of Flagler Beach, FL

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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.

Init.

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User Notes:

(1177639241)



Signed and sealed this 14th day of November, 2024

[Signature]  
(Witness)

[Signature]  
(Witness) Ingrid Torres, Client Service Representative

All State Civil Construction, Inc.  
(Contractor as Principal) (Seal)

[Signature]  
(Title)

The Gray Casualty & Surety Company  
(Surety) (Seal)

[Signature]  
(Title) Greg Angel, Attorney-In-Fact



init.

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(1177639241)



**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY**

**GENERAL POWER OF ATTORNEY**

**Bond Number:** N/A                      **Principal:** All State Civil Construction, Inc.

**Project:** Project #570 - Bid #24-1021 - South Central Water Main Replacement City of Flagler Beach, FL

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Mark D. Leskanic, Lauren Leskanic, Bette A. Botticello, Colin Warner, Matthew Leskanic, and Greg Angel of Natick, Massachusetts jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

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

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana  
ss:

Parish of Jefferson

On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 14<sup>th</sup> day of November, 2024.

*Mark S. Manguno*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 14<sup>th</sup> day of November, 2024.

*Leigh Anne Henican*







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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: All State Civil Construction, Inc.

Authorized Signature:  Michael Anderson

Date: 11/11/2024

Title: Treasurer

**END OF SECTION**





## CITY OF FLAGLER BEACH



**ADVERTISEMENT FOR BID NO. 24-1021  
CITY OF FLAGLER BEACH  
SOUTH CENTRAL WATERMAIN REPLACEMENT  
City Project No. 570**

NOTICE IS HEREBY GIVEN THAT THE CITY OF FLAGLER BEACH IS ISSUING THIS INVITATION TO BID (ITB) TO SOLICIT COMPETITIVE SEALED BIDS FROM LICENSED AND INSURED CONTRACTORS FOR THE CITY OF FLAGLER BEACH SOUTH CENTRAL WATERMAIN REPLACEMENT PROJECT ACCORDING TO THE SCOPE OF WORK SPECIFICATIONS. BIDS WILL BE RECEIVED FOR A SINGLE PRIME CONTRACT. BIDS SHALL BE ON A LUMP SUM AS INDICATED IN THE BID FORM.

IT IS THE INTENT AND PURPOSE OF THE CITY OF FLAGLER BEACH THAT THIS INVITATION TO BID (ITB) PROMOTES COMPETITIVE SELECTION. IT IS THE BIDDER'S RESPONSIBILITY TO ADVISE THE FINANCE DIRECTOR IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATION THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS ITB.

All applicants must be properly licensed and show proof of insurance, licenses, and certificates as required by all local, State of Florida, and Federal agencies. Successful applicants will obtain all required permitting as previously stated.

Interested contractors may secure the, bid forms and other pertinent information by visiting the city website bid page: <http://www.cityofflaglerbeach.com/Bids.aspx> or the website [www.demandstar.com](http://www.demandstar.com) Bid packages also may be obtained by contacting the City Clerk, Penny Overstreet at 386-517-2000 ext. 233 or [poverstreet@cityofflaglerbeach.com](mailto:poverstreet@cityofflaglerbeach.com)

For further information, contact: Penny Overstreet, City Clerk  
Preferred method of contact email: [poverstreet@cityofflaglerbeach.com](mailto:poverstreet@cityofflaglerbeach.com) (386) 517-2000, ext. 233

Sealed Bids must be addressed to the attention of **Penny Overstreet, City Clerk**. Sealed Bids must be received on or before **2:00 pm Thursday, November 14, 2024**.

**No bids will be accepted after this deadline.**





Sealed Bids must have the project title and bid number on outside of package. The City of Flagler Beach reserves the right to reject any and all Bids, to award all or segments of the project, and to waive any informality in Bids received, as may be in the best interest of the City.

**MAILING ADDRESS:**  
105 S 2nd Street  
Flagler Beach, FL 32136

**WALK-IN DELIVERY ADDRESS:**  
105 S 2<sup>nd</sup> Street  
Flagler Beach, FL 32136

**Date of Distribution:** **Monday October 21, 2024**  
**Non-Mandatory Pre-Bid Meeting:** **Monday October 28, 2024 @ 10:00 am EST**  
**Last Date of Inquiries:** **Tuesday November 5, 2024 @ 5:00 pm EST**  
**Last Date for Addenda if Needed:** **Friday November 8, 2024**  
**BIDS DUE BY:** **Thursday November 14, 2024 @ 2:00 pm EST**, after which time they will be publicly opened and read aloud.

**END INVITATION TO BID**





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SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS

Project Name: CITY OF FLAGLER BEACH SOUTH CENTRAL WATERMAIN REPLACEMENT

City Project No.: 570

Company Name: All State Civil Construction, Inc.

Contact Name: Chris Mehegan

E-mail Address: cmehegan@allstatecivilconstructionfl.com

Mailing Address: 1301 Beville Road, #16
Daytona Beach, FL 32119

Phone Number: 386-681-8105

Fax Number:

Contractor License Number: CGC1525137, CUC1225777

The CITY will post addenda information at Onvia DemandStar, Inc., at the following web address: 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. 1 Date Received 11/8/2024

Addendum No. 2 Date Received 11/8/2024

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 Workplace
- 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: Chris Mehegan

Authorized Signature: *Chris Mehegan*

Date: 11/13/2024

Title: President

**ACKNOWLEDGEMENT**

STATE OF FLORIDA  
 COUNTY OF Volusia

*Ruth Symphony D Johnson*  
 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 13th day of November, 2024.

Personally Known  OR Produced identification

Type of Identification Produced: FL. D.L.

Notary Public State of Florida  
 Ruth Symphony Daniell Johnson  
 My Commission HH 449967  
 Expires 10/2/2027

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.

**STATE OF FLORIDA**

**COUNTY OF** VOLUSIA


I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation under the laws of the State of Florida, was held on November 1st, 2024. The following resolution was duly passed and adopted:

“RESOLVED, that Chris Mehegan as officer President of the corporation is hereby authorized to execute the Contract dated \_\_\_\_\_, 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 13<sup>th</sup> day of NOVEMBER, 2024.

  
\_\_\_\_\_  
Corporate Secretary

**END OF ATTACHMENT A**





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

**CONTRACTOR QUESTIONNAIRE**

DATE: 11/11/2024

NAME OF BIDDER: All State Civil Construction, Inc.

BUSINESS ADDRESS: 1301 Beville Road, #16, Daytona Beach, FL 32119

PHONE NUMBER: 386-681-8105

CONTRACTOR'S FL LICENSE #: CGC1525137, CUC1225777

EXPIRATION DATE: 8/31/2026

**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?

4 years  
\_\_\_\_\_  
\_\_\_\_\_

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

4 years  
\_\_\_\_\_  
\_\_\_\_\_

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

Chris Mehegan, 4 years  
\_\_\_\_\_





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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?

Please see attached project experience list.

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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.

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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?

No.

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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?

No.

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

No.

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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.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder Name: All State Civil Construction, Inc.

Signature:

Title: President

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

STATE OF FLORIDA

COUNTY OF VOLUSIA

Signature of Notary Public

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

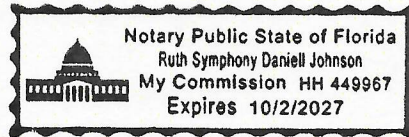
Sworn to (or affirmed) and subscribed before me by means of

online notarization  OR physical presence

this 13th day of November, 2021.

Personally Known  OR Produced identification

Type of Identification Produced: FL. D.L.



END OF ATTACHMENT B





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

## Detail by Entity Name

Florida Profit Corporation  
ALL STATE CIVIL CONSTRUCTION, INC.

### Filing Information

Document Number	P20000011379
FEI/EIN Number	84-4099160
Date Filed	02/10/2020
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/10/2021
Event Effective Date	NONE

### Principal Address

3602 SOCHA WAY  
PORT ORANGE, FL 32129

Changed: 07/25/2022

### Mailing Address

3602 SOCHA WAY  
PORT ORANGE, FL 32129

Changed: 07/25/2022

### Registered Agent Name & Address

Kevco, Inc.  
214 Loomis Ave  
Daytona Beach, FL 32114-4918

Name Changed: 04/26/2023

Address Changed: 04/26/2023

### Officer/Director Detail

#### **Name & Address**

Title President



MEHEGAN, CHRISTOPHER

3602 Socha Way

Port Orange, FL 32129

Title Treasurer

Anderson, Michael Ryan

6172 Del Rio Drive

Port Orange, FL 32127

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2022	04/28/2022
2023	04/26/2023
2024	04/30/2024

**Document Images**

<a href="#"><u>04/30/2024 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/26/2023 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/28/2022 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>09/09/2021 -- Off/Dir Resignation</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>05/10/2021 -- Amendment</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/19/2021 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/10/2020 -- Domestic Profit</u></a>	<a href="#">View image in PDF format</a>





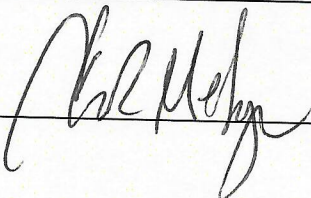
**SECTION 00 11 53  
REQUEST FOR QUALIFICATION FORMS**

**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 (1) the Bidder, (2) any business entity related to or affiliated with the Bidder or (3) 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:

N/A

Bidder Name: All State Civil Construction, Inc.

Signature: 

Title: President

Date: 11/11/2024

**END OF ATTACHMENT C**

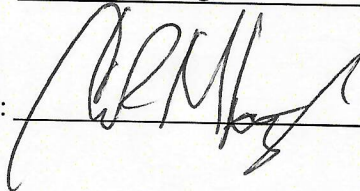




**SECTION 00 11 53  
REQUEST FOR QUALIFICATION FORMS  
ATTACHMENT D BIDDER INFORMATION**

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

**President:** Chris Mehegan

**Signature:**  **Date:** 11/11/2024


**Vice-President:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Secretary:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Treasurer:** Michael Anderson

**Signature:**  **Date:** 11/11/2024

List the Corporate Officer that will sign the contract: Chris Mehegan

**END OF ATTACHMENT D**





SECTION 00 11 53  
REQUEST FOR QUALIFICATION FORMS

ATTACHMENT E  
EXPERIENCE OF BIDDER

Bidder Name: All State Civil Construction, Inc.

Authorized Signature: *[Handwritten Signature]* Date: 11/11/2024

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

If Yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has your company ever been sued?  Yes  No

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

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 include replacement of potable water main via open cut installation method with corresponding abandonments of the existing water main.





**Project #1:**

Contract Date: 03/2024 - 10/2024

Contract Amount: \$ 842,335.97

Project Name: Peel Avenue Sanitary Sewer Extension

Project Location: Orlando, FL

General Scope of Work: Construct new sanitary sewer main with manholes, water main and road reconstruction.

Client Name and Address: Harvey Newsome Construction - Harvey Newsome

15911 Johns Lake Rd.

Clermont, FL 34711

Client Contact Phone: 352-449-8269

Client Contact Email: hgnjr@hotmail.com

Was the project completed on schedule?  Yes  No

Total Amount of Change Orders: \$ 0.00

Reasons for Change Orders: N/A

\_\_\_\_\_

\_\_\_\_\_

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**Project #2:**

Contract Date: 3/2024 - 7/2024

Contract Amount: \$ 253,838.50

Project Name: LPGA Weir #2 Replacement

Project Location: Daytona Beach, FL

General Scope of Work: Remove and replace existing major stormwater outfall for LPGA national  
golf course stromwater system.

Client Name and Address: City of Daytona Beach - Frank O'Keefe

950 Bellevue Ave.

Daytona Beach, FL 32115

Client Contact Phone: 386-671-8632

Client Contact Email: okeefefrank@codb.us

Was the project completed on schedule?  Yes  No

Total Amount of Change Orders: \$ 21,068.50

Reasons for Change Orders: Site conditions changed from time of bid to construction.

Additional fill material was required.

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**Project #3:**

Contract Date: 7/2024 - 11/2024

Contract Amount: \$ 182,594.65

Project Name: Volusia County Sheriff Family Resource Center Lift Station

Project Location: Daytona Beach, FL

General Scope of Work: Construct new sanitary sewer lift station, force main, and connection to existing public sewer. Remove and dispose of existing septic system and drainfield.

Client Name and Address: Volusia County - Kamron Gardner

3811 Tiger Bay Road

Daytona Beach, FL 32124

Client Contact Phone: 386-248-1760

Client Contact Email: kgardner@volusia.org

Was the project completed on schedule?  Yes  No

Total Amount of Change Orders: \$ 0.00

Reasons for Change Orders: N/A

**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: Chris Mehegan  
(Individual's name and title)

For: All State Civil Construction, Inc.  
(Name of entity submitting sworn statement)

Whose business address is: 1301 Beville Road, #16  
Daytona Beach, FL 32119

Federal Employer Identification Number (FEIN): 84-4099160

(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.)

    X     Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agent 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 STATUES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature: [Handwritten Signature]

Date: 11/13/2024

State of: FLORIDA

County of: VOLUSIA

**ACKNOWLEDGEMENT**

STATE OF FLORIDA  
 COUNTY OF Volusia

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

this 13th day of November, 2024

Personally Known  OR Produced identification

Type of Identification Produced: FL D.L.

[Handwritten Signature]  
 Signature of Notary Public  
 Print, Type or Stamp Commissioned Name of Notary Public below:

END OF ATTACHMENT F





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, free 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 13<sup>th</sup> Wed day of November, 20 24.

All State Civil Construction, Inc. - Chris Mehegan

(Bidder Name)

President

(Title)

(Signature)

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF Volusia

Ruth Symphony Daniell Johnson  
Signature of Notary Public

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

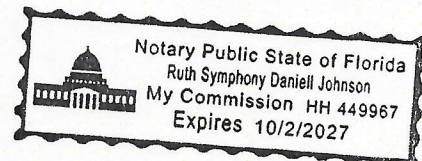
Sworn to (or affirmed) and subscribed before me by means of

online notarization  OR physical presence

this 13<sup>th</sup> day of November, 20 24.

Personally Known  OR Produced identification

Type of Identification Produced: FL. D.L.



END OF ATTACHMENT G





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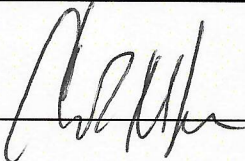
**SECTION 00 11 53  
REQUEST FOR QUALIFICATION FORMS**

**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: Chris Mehegan

Signature: 

Date: 11/11/2024

Title: President

Official Address: 1301 Beville Road, #16  
Daytona Beach, FL 32119

**END OF ATTACHMENT H**





SECTION 00 11 53  
REQUEST FOR QUALIFICATION FORMS  
ATTACHMENT I DRUG-FREE WORKPLACE

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

All States Civil Construction Inc. does hereby: (Name of Business)

- 1. Publish 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. Inform 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. Give 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), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose 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. Impose a sanction on or require 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. Make 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: Chris Mehegan  
Signature: [Handwritten Signature]  
Date: 11/11/2024  
Title: President

END OF ATTACHMENT I



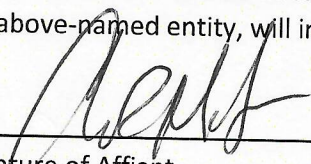


**SECTION 00 11 53  
REQUEST FOR QUALIFICATION FORMS**

**ATTACHMENT J CONFLICT OF INTEREST STATEMENT**

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

1. I am the President of All State Civil Construction, Inc. with a local office in Daytona Beach, FL and principal office in Daytona Beach, FL.
2. The above-named entity is submitting an Expression of Interest for the City of Flagler Beach project described as bid number FB-24-1021.
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

Section continued on next page





**ACKNOWLEDGEMENT**

STATE OF FLORIDA  
COUNTY OF Volusia

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

this 13<sup>th</sup> day of November, 2024

Personally Known  OR Produced identification

Type of Identification Produced: FL. D.C.

*Ruth & Gregory D. Johnson*  
Signature of Notary Public  
Print, Type or Stamp Commissioned Name of Notary Public below:

**END OF ATTACHMENT J**

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

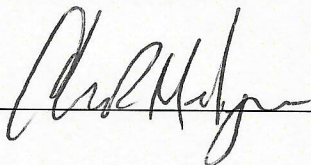
**ATTACHMENT K  
COMPLIANCE WITH THE PUBLIC RECORDS LAW**

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: All State Civil Construction, Inc.

Authorized representative Printed Name: Chris Mehegan

Authorized Representative Signature: 

Date: 11/11/2024

**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.

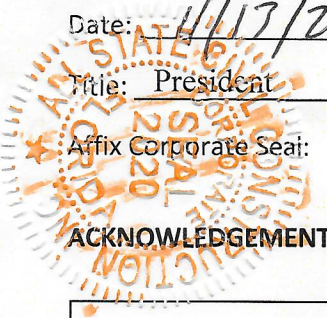
Name: Chris Mehegan - All State Civil Construction, Inc.

Authorized Signature: [Signature]

Date: 11/17/2024

Title: President

Affix Corporate Seal:



ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF Volusia

[Signature]  
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 13th day of November, 2024.

Personally Known  OR Produced identification

Type of Identification Produced: FL. D.L.

Notary Public State of Florida  
Ruth Symphony Daniell Johnson  
My Commission HH 449967  
Expires 10/2/2027

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.

### **BUILD AMERICA BUY AMERICA ACT (BABAA)**

The Office of Management and Budget (OMB) has revised its guidance in Title 2 of the Code of Federal Regulations (2 CFR) to add a new part 184 and revise 2 CFR § 200.322. The new part 184 provides guidance to federal agencies on how to apply the domestic content procurement preference as set forth in the Build America, Buy America Act (BABAA) to federal financial assistance for infrastructure projects.

The revised provision in 2 CFR § 200.322 specifies that federal agencies providing federal financial assistance for infrastructure projects must implement the BABAA requirements set forth in 2 CFR part 184. This link's URL is <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-I/part-184>.

### **DEBARMENT AND SUSPENSION**

1. The 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. The 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:

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.

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.

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.

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 section 1352, Title 31, U.S.C. 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."

"The Contractor, CPH, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the 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), as used in this clause—

(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 Aug.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, the 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 this 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.

(Iii) 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, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The 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 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, the 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.*

The 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, the 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

The 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 this contract, the 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 this 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 this contract, the Contractor will deliver to the City of Flagler Beach data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Flagler Beach.

**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
UPHAM & ASSOC.	SURVEY	JOE EDWARDS 386 672 9515 JEDWARDS@UPHAMINC.COM
EXTREME STRIPPERS	PATTERNS & AVERS	RICH BECKMAN 386 451 5658 RBECKMAN@GMAIL.COM
ACTRON TAPPING	TAPPING & LANE STIPS	LANCA 352 732 6841 LANCA@WETTAPS.COM
LP VROSO	VROSO	LISA PEARL 407 896 9727 LPEARL@LP-VROSO.COM
BOUDREAUX FR GRADE LLC	ASPHALT / BASE	CHAS NEVILL 908 581 2630 DALF@BOUDREAUXPROGRADE.COM
FORTILINE	SUPPLIER	SOUTH DAYTONA, FL 386-256-5485

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 Contractor	CGC1525137	FL DBPR	8/31/2026
Underground Utility	CUC1225777	FL DBPR	8/31/2026
Professional Engineer	66624	FBPE	2/31/2025

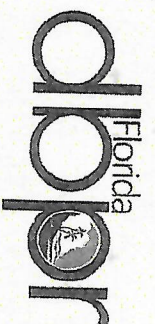
**END OF ATTACHMENT O**





Ron DeSantis, Governor

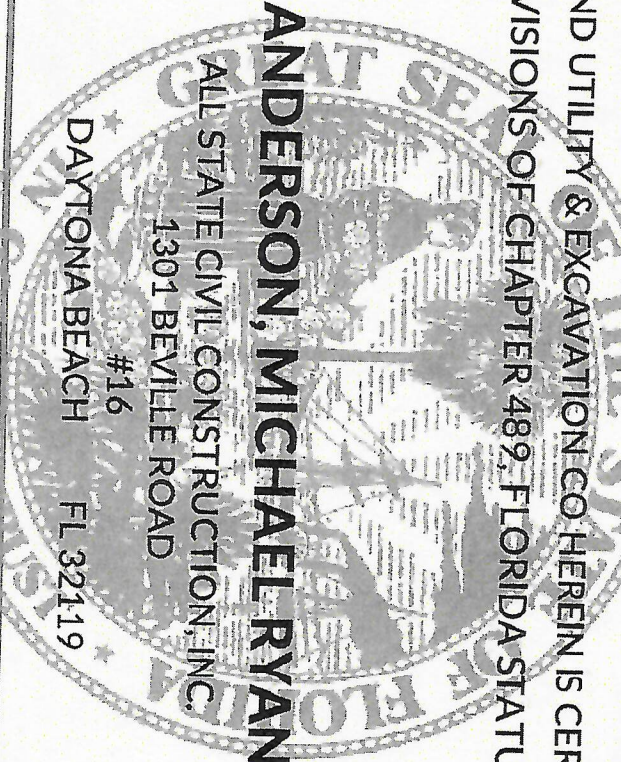
Melanie S. Griffin, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO. HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**ANDERSON, MICHAEL RYAN**

ALL STATE CIVIL CONSTRUCTION, INC.

1301 BEVILLE ROAD

#16

DAYTONA BEACH

FL 32119

LICENSE NUMBER: CUC1225777

EXPIRATION DATE: AUGUST 31, 2026

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

ISSUED: 08/27/2024

Do not alter this document in any form.

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







Ron DeSantis, Governor

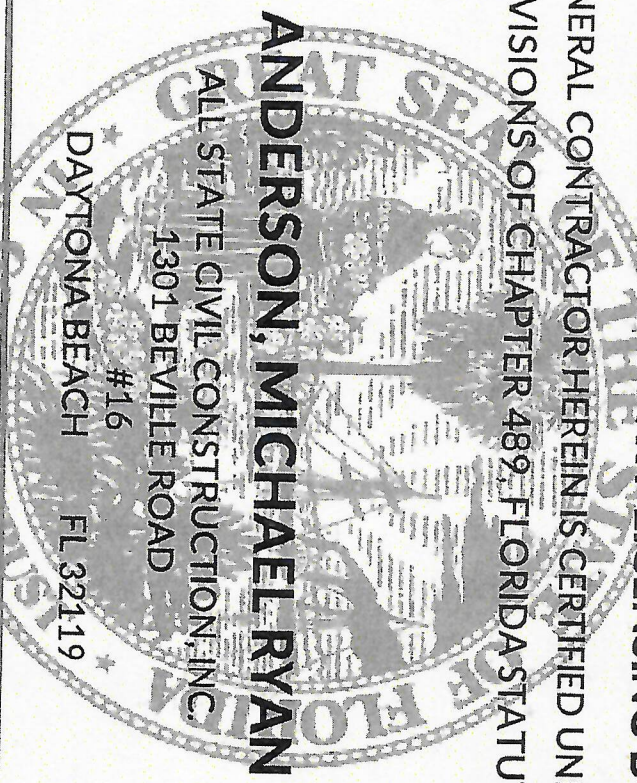
Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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



**ANDERSON, MICHAEL RYAN**

ALL STATE CIVIL CONSTRUCTION, INC.  
1301 BEVILLE ROAD  
#16  
DAYTONA BEACH FL 32119

LICENSE NUMBER: CGC1525137

EXPIRATION DATE: AUGUST 31, 2026

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

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START	END	PROJECT	DESCRIPTION	VALUE	OWNER	CONTACT	ADDRESS	PHONE	EMAIL
Mar-24	Oct-24	Peel Avenue Sanitary Sewer Extension	Construct new sewer main with manholes and water services for new residential construction. Road rebuild including grading, sub base, base, milling and paving, and concrete sidewalk.	\$ 842,335.97	Harvey Newsome Construction	Harvey Newsome	15911 Johns Lake Rd. Clermont, FL 3471	352-449-8269	hjnrl@hotmail.com
Jun-24	Oct-24	Bible Baptist Church	Construct new water, sewer, stormwater, and associated site components for a new church.	\$ 539,755.86	Ewen Outdoor Services LLC	RJ Ewen	Deland, FL 32724	386-279-8975	servlee@ewensoutdoors.com
Jul-24	Oct-24	Volusia County Sheriff's Family resource Center Lift Station	Construct new sanitary sewer lift station, force main, and connection to existing public sewer. Remove and dispose of existing septic system and drainfield.	\$ 182,594.65	County of Volusia	Kamron Gardner	3811 Tiger Bay Road Daytona Beach, FL 32124	386-248-1760	KGardner@volusia.org
Mar-24	Jul-24	LPGA Weir #2 Replacement	Remove and replace existing major stormwater outfall for LPGA national golf course stormwater system.	\$ 253,838.50	City of Daytona Beach	Frank O'Keefe	950 Bellevue Ave. Daytona Beach, FL 32115	386-671-8632	OKeefeFrank@COBB.US
May-24	May-24	Astro Roofing	Construct water, sewer, and stormwater infrastructure for a new site.	\$ 55,644.68	RG Framing	Tim Webb	21 Sunshine Blvd. Ormond Beach, FL 32174	386-281-3053	tim@rfframing.com
Dec-23	Dec-23	Sun and Surf Parking Lot	Construct underground exfiltration stormwater system and water service for new beach parking lot.	\$ 275,365.00	County of Volusia	Kent Kirton	1630 Tomoka Farms Rd, Port Orange, FL 32128	386-341-5180	kentkirton@kirtontenterprises.com
Nov-23	Nov-23	Beach House Graphics	Construct water, sewer, and stormwater infrastructure for a new site.	\$ 24,270.00	Boudreaux's Pro Grade LLC	Chris Nieves	705 Hope Street Ormond Beach, FL 32174	908-581-2620	dale@boudreauxsprograde.com
Aug-23	Aug-23	Del Taco	Construct water, sewer, grease trap, and stormwater infrastructure for a new site.	\$ 186,631.12	Drewry Site Development	Scott Drewry	400 Venture Dr, Suite F South Daytona, FL 32119	386-451-1133	scott@drewrysite.com
Aug-23	Aug-23	20' Reuse Main - Emergency Repair	Repair leaking existing 14" PVC reuse main.	\$ 74,000.00	City of Daytona Beach	Jeff Lane	950 Bellevue Ave. Daytona Beach, FL 32115	386-671-8513	
Aug-23	Aug-23	720 Marathon Way - Emergency Sewer Repair	Repair damaged sanitary sewer main, including roadway reconstruction.	\$ 32,210.60	City of South Daytona	Mike Smith	301 S. Ridgewood Ave Daytona Beach, FL 32114	386-322-3083	
Jul-23	Jul-23	Louisiana Ave Office Complex	Construct water, sewer, and stormwater infrastructure for a new site.	\$ 196,762.50	JZ Properties	Chanel Magid	219 W Constock Ave Winter Park, FL 32789	407-949-8639	chanel@zpropertiesinc.com
Jul-23	Jul-23	Oak Hill Post Office Sewer Repair	Construct new sanitary sewer service lateral and connection to existing sanitary manhole. Remove and dispose of existing septic system and drainfield.	\$ 65,798.80	Oak Hill PO Venture LLC	Robert Wolaver	122 TILDEN AVE RICHMOND, VT 05477	305-304-1333	rwolaver@cloud.com
Jul-23	Jul-23	Pope Avenue - Emergency Sewer Repair	Repair damaged sanitary sewer main, including roadway reconstruction.	\$ 32,717.00	City of South Daytona	Mike Smith	301 S. Ridgewood Ave Daytona Beach, FL 32114	386-322-3083	
May-23	May-23	St. Maarten Condominium - Stormwater Repairs	Reconstruct damaged, existing 48-inch stormwater exfiltration system on beachside.	\$ 156,000.00	East Coast Marine Construction and Design	Mike Fletcher	150 S. Palmetto Ave, 201 Daytona Beach, FL 32114	386-777-7400	eastcoastmarineconstruction@gmail.com
May-23	May-23	Grandview Property - Daytona Beach Police Substation	Construct water and sewer service infrastructure for new site, including connect to existing sanitary sewer and water main taps.	\$ 42,007.60	Drewry Site Development	Scott Drewry	400 Venture Dr, Suite F South Daytona, FL 32119	386-451-1133	scott@drewrysite.com





**ARTICLE 5 – BASIS OF BID**

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

BASE BID					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	Mobilization/Demobilization	1	LS	\$58,000.00	\$58,000.00
2	Pre-Construction Video	1	LS	\$2,800.00	\$2,800.00
3	Erosion Control and Pollution Abatement	1	LS	\$1,890.00	\$1,890.00
4	Maintenance of Traffic	1	LS	\$28,950.00	\$28,950.00
5	Survey Layout	1	LS	\$10,650.00	\$10,650.00
6	Furnish & Install C900 PVC Water Main				
a	4"	70	LF	\$40.00	\$2,800.00
b	6"	25	LF	\$60.00	\$1,500.00
c	8"	560	LF	\$70.00	\$39,200.00
7	Furnish & Install C900 PVC Reclaim Main				
a	8"	700	LF	\$70.00	\$49,000.00
8	Resilient Seat Gate Valve and Box				
a	8"	7	EA	\$6,850.00	\$47,950.00
b	4"	2	EA	\$2,200.00	\$4,400.00
c	2"	2	EA	\$1,800.00	\$3,600.00
9	Fire Hydrant Assembly (Remove and Replace)	1	EA	\$14,589.00	\$14,589.00
10	Tie-Ins (including Tapping Sleeve and Valve)				
a	16"x 8"	1	EA	\$13,030.00	\$13,030.00
b	8" x 8"	1	EA	\$10,360.00	\$10,360.00
c	2"	2	EA	\$1,850.00	\$3,700.00
11	Line Stop				
a	8"	4	EA	\$13,560.00	\$54,240.00
12	Ductile Iron Fittings - Add or Delete	1	TN	\$20,000.00	\$20,000.00
13	Blow-Off Assembly	1	EA	\$4,750.00	\$4,750.00
14	Potable Water Services	5	EA	\$2,300.00	\$11,500.00
15	Reclaim Water Services	5	EA	\$2,170.00	\$13,550.00
16	Mill and Resurface (1 1/2")	1100	SY	\$35.00	\$38,500.00
17	Open Cut/Replace Base/Seal	320	SY	\$45.00	\$14,400.00
18	Open Cut/Repair Asphalt	610	SY	\$60.00	\$36,600.00
19	Concrete Curb (Remove and Replace)	35	LF	\$80.00	\$2,800.00
20	Patterned Pavers (Remove and Replace)	175	SY	\$250.00	\$43,750.00
21	As-builts	1	LS	\$8,900.00	\$8,900.00
<b>Total Base Bid</b>					\$541,409.00





BID ALTERNATE 1					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1A	Exploratory Excavation	1	LS	\$9,300.00	\$9,300.00
2A	Line Stop				
a	12"	2	EA	\$15,250.00	\$30,500.00
3A	Side Actuated Gate Valve and Box				
a	12"	1	EA	\$15,600.00	\$15,600.00
4A	Pervious Parking Grid Pavers (Remove and Replace)	40	SY	\$50.00	\$2,000.00
5A	Mill and Resurface (1 1/2")	120	SY	\$35.00	\$4,200.00
6A	Open Cut/Repair Asphalt	55	SY	\$60.00	\$3,300.00
7A	Concrete Curb (Remove and Replace)	55	LF	\$80.00	\$4,400.00
8A	Concrete Driveway/Sidewalks (Remove and Replace)	30	SY	\$80.00	\$2,400.00
<b>Total Bid Alternate 1</b>					<b>\$71,700.00</b>

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.

**Total Base Bid Price:** \$541,409.00

**Total Bid Alternate 1 Price:** \$71,700.00