

Executed in 2 Counterparts  
Bid No. FB-240111

**SECTION 00 43 00**  
**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, McMahan Construction Co., Inc. as Principal and Berkley Insurance Company of the City of Greenwich State of CT, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the\* hereinafter called the Owner, in the sum of Five Percent of Amount Bid Dollars (\$-----5%-----) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

**CITY OF FLAGLER BEACH WASTEWATER TREATMENT PLANT SLUDGE MANAGEMENT IMPROVEMENTS**

NOW, THEREFORE, if the Principal shall not withdraw said Bid within sixty (60) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 6th day of December, 2024 the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

N/A

N/A

N/A  
Witness

N/A (Seal)

N/A (Seal)

N/A (Seal)  
Individual or Partner

McMahan Construction Co., Inc.

123 E. Indiana Avenue, DeLand, FL 32724  
Address

McMahan Construction Co., Inc.  
Corporate Principal

ATTEST:

Sherry Phillips  
Sherry Phillips, Corp. Sec.

John Justus, Jr. Exec. Vice President AFFIX  
CORPORATE SEAL

Berkley Insurance Company

475 Steamboat Road, Greenwich, CT 06830  
Address

By Jeffrey W. Reich  
AFFIX Jeffrey W. Reich  
CORPORATE SEAL

Berkley Insurance Company  
Corporate Surety

ATTEST:

Sophia Golecki  
Sophia Golecki, Witness

\*Attorney-In-Fact & FL Licensed Resident Agent  
Title Inquiries: 407-786-7770

END OF SECTION

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Kim E. Niv; Jeffrey W. Reich; Lisa A. Roseland; Susan L. Reich; Teresa L. Durham; Cheryl A. Foley; Sarah K. O'Linn; Robert P. O'Linn; Emily J. Golecki; or Nathan K. Reich of Florida Surety Bonds, Inc. of Maitland, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23rd day of October, 2023.

Attest:

By: Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company

By: Jeffrey M. Hafter  
Senior Vice President

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 23rd day of October, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rundbaker  
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Witnessed under my hand and seal of the Company, this 6th day of DECEMBER, 2024.

Vincent P. Forte  
Vincent P. Forte

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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 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>1</u>	<u>11/20/24</u>
<u>2</u>	<u>11/21/24</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 Engineer 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 Engineer 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 any thing 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>Lump Sum Bid Price</b>	<b>\$ 2,992,000.00</b>
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**Total of All Lump Sums \$ 2,992,000.00**

<b>FLAGLER BEACH WWTF SLUDGE MANAGEMENT SYSTEM IMPROVEMENTS</b>			
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>TOTAL COST</b>
1	Mobilization, Demobilization, Bonds, Insurance, Contractor's trailer(s), all temporary facilities, and miscellaneous items	LS	\$60,000.00
2	Survey, Layout, and As-Built Information	LS	\$10,000.00
3	Preconstruction High Definition (HD) Recording	LS	\$5,000.00
4	3D High Definition Laser Survey	LS	\$16,000.00
5	Project Cash Allowance	LS	\$100,000.00
6	Indemnification	LS	\$1,000.00
7	Sludge Dewatering System	LS	\$1,750,000.00
8	Electrical, Controls & Instrumentation	LS	\$1,000,000.00
9	SCADA System Modifications	LS	\$50,000.00
<b>TOTAL BASE BID LUMP SUM AMOUNT:</b>			<b>\$2,992,000.00</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.

# **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 15.06 of the General Conditions 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.

# **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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**ARTICLE 9 – BID SUBMITTAL**

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

McMahan Construction Co., Inc.  
123 E. Indiana Ave.  
DeLand, FL 32724  
Incorporated State of Florida 1980

McMahan Construction Co., Inc.

By:

*[Signature]*



*[Printed name]*

John Justus, Jr., Executive 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]*



*[Printed name]*

Sherry Phillips

Title:

Corporate Secretary

Submittal Date:

December 6, 2024

Address for giving notices:

McMahan Construction Co., Inc.

P.O. Box 223

DeLand, FL 32721-0223

Telephone Number:

(386) 734-1071

Fax Number:

(386) 738-2692

Contact Name:

John Justus, Jr., Executive Vice President

Contact e-mail address:

jjustus@mcmahanfl.com

Bidder's License No.:

CGC #059437 & CUC #057309

**END OF SECTION**



**2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# F02227

**Entity Name:** MCMAHAN CONSTRUCTION CO., INC.

**Current Principal Place of Business:**

123 E INDIANA AVE  
DELAND, FL 32724

**Current Mailing Address:**

PO BOX 223  
DELAND, FL 32721-0223 US

**FEI Number:** 59-2036678

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

KELLOGG, DEAN  
123 E INDIANA AVENUE  
DELAND, FL 32724 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** DEAN KELLOGG

01/11/2024

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title VP  
Name JUSTUS, JOHN JR.  
Address 123 E. INDIANA AVE.  
City-State-Zip: DELAND FL 32724

Title ST  
Name PHILLIPS, SHERRY  
Address 123 E INDIANA AVE  
City-State-Zip: DELAND FL 32724

Title PRESIDENT  
Name KELLOGG, DEAN  
Address 123 E. INDIANA AVE  
City-State-Zip: DELAND FL 32724

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** SHERRY PHILLIPS

ST

01/11/2024

Electronic Signature of Signing Officer/Director Detail

Date



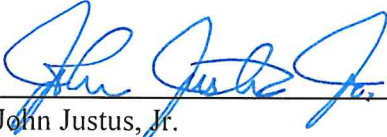
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**SECTION 00 01 50**  
**FLORIDA TRENCH SAFETY ACT**

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: McMahan Construction Co., Inc.

Authorized Signature:   
John Justus, Jr.

Date: December 6, 2024

Title: Executive Vice President

**END OF SECTION**



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

Project Name: **CITY OF FLAGLER BEACH WWTF SLUDGE MANAGEMENT IMPROVEMENTS**

City Project No.: **238**

Company Name: McMahan Construction Co., Inc.  
Contact Name: John Justus, Jr., Executive Vice President  
E-mail Address: jjustus@mcmahanfl.com  
Mailing Address: 123 E. Indiana Ave.  
DeLand, FL 32724  
Phone Number: (386) 734-1071  
Fax Number: (386) 738-2692  
Contractor License Number: CGC #059437 & CUC #057309

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. <u>1</u>	Date Received <u>11/20/24</u>
Addendum No. <u>2</u>	Date Received <u>11/21/24</u>
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: Additional Procurement Clauses
- Attachment N: List of Proposed Subcontractors/Suppliers
- Attachment O: List of Licenses and Certifications

Authorized Signature: \_\_\_\_\_

Date: December 6, 2024

John Justus, Jr

Title: Executive Vice President

#### ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF VOLUSIA

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

online notarization ☐ OR physical presence ☒

this 6th day of December, 2024

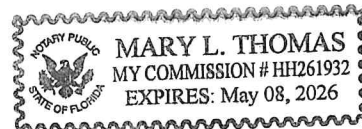
Personally Known ☒ OR Produced identification ☐

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

Mary L. Thomas  
Signature of Notary Public

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

Mary L. Thomas



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 McMahan Construction Co., Inc., a corporation under the laws of the State of Florida, was held on December 6, 2024. The following resolution was duly passed and adopted:

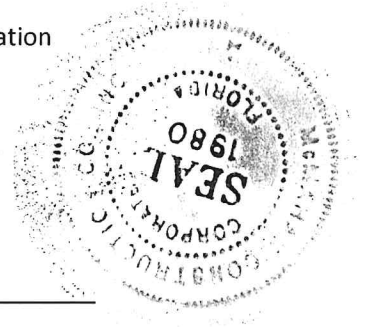
"RESOLVED, that John Justus, Jr. as Executive Vice President of the corporation is hereby authorized to execute the Contract dated \_\_\_\_\_, 20\_\_\_\_, between The City of Flagler Beach, a municipal corporation and this corporation, and that execution thereof, attested by the Secretary of the corporation 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 6th day of December, 2024.

Sherry Phillips  
Corporate Secretary Sherry Phillips



END OF ATTACHMENT A



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

**CONTRACTOR QUESTIONNAIRE**

DATE: December 6, 2024

NAME OF BIDDER: McMahan Construction Co., Inc.

BUSINESS ADDRESS: 123 E. Indiana Avenue, DeLand, FL 32724

PHONE NUMBER: (386) 734-1071

CONTRACTOR'S FL LICENSE #: CGC #059437 & CUC #057309 (John Justus, Jr.)

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?

58 Years  
\_\_\_\_\_  
\_\_\_\_\_

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

58 Years  
\_\_\_\_\_  
\_\_\_\_\_

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

Donnie Ramsey, 41 Years  
\_\_\_\_\_  
\_\_\_\_\_



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 SIMILAR PROJECT LIST FOR MORE DETAIL

Main Water Plant Greensand Filter - City of Orange City 2023-2024: John Peters, Eng. Svcs. Director (386) 851-7525

Rehab of Glencoe Well Sites No. 2 & No. 3 - UCNSB 2021-2023: Darren Phegley, P.E., Const. Sup. (386) 424-3072

Yankee Lake WRF Repair & Rehab - Seminole County 2022-2022: Michael Boggs, Project Manager (407) 665-2026

NW Reclaimed Water Storage Tank & Pump Station - City of DeLand 2021-2022: Jim Ailes, Utilities Dir. (386) 626-7253

Well No. 48 Outfitting at Magdalena WTP No. 16 - City of Deltona 2020-2021: Phyllis Wallace (386) 878-8973

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?

No

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

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, no problems anticipated

Bidder Name: McMahan Construction Co., Inc.

Signature:   
John Justus, Jr.

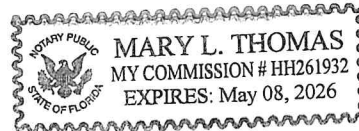
Title: Executive Vice President

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

Sworn and subscribed to before me this 6th day of December, 2024,  
in the State of FLORIDA, County of VOLUSIA.



Notary Public Mary L. Thomas



My Commission Expires: May 8, 2026

END OF ATTACHMENT B





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: McMahan Construction Co., Inc.

Signature:   
John Justus, Jr.

Title: Executive Vice President

Date: December 6, 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: Dean Kellogg

Signature:  Date: December 6, 2024

Executive Vice-President: John Justus, Jr.

Signature:  Date: December 6, 2024

Secretary: Sherry Phillips

Signature:  Date: December 6, 2024

Treasurer: Sherry Phillips

Signature:  Date: December 6, 2024

List the Corporate Officer that will sign the contract: John Justus, Jr., Executive Vice President

END OF ATTACHMENT D



SECTION 00 11 53  
REQUEST FOR QUALIFICATION FORMS

ATTACHMENT E  
EXPERIENCE OF BIDDER

Bidder Name: McMahan Construction Co., Inc.

Authorized Signature:  Date: December 6, 2024  
John Justus, Jr., Executive Vice President

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

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

Has your company ever been sued? \_\_\_\_ Yes X 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 Wastewater Treatment Plant Improvements. 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.



**Project #1:**

Contract Date: October 14, 2021

Contract Amount: \$ 1,078,000.00

Project Name: Rehabilitation of Glencoe Well Sites No. 2 and No. 3

Project Location: 2640 Paige Avenue, New Smyrna Beach, FL 32168

General Scope of Work: Demo existing well house. Furnish & install new discharge assembly to existing well heads, including air release valve, swing check valve with limit switch, isolation valve, etc. sample taps & reinstall salvaged flow meters, site work, etc...

Client Name and Address: New Smyrna Beach Utilities

200 Canal Street

New Smyrna Beach, FL 32168

Client Contact Phone: (386) 424-3072

Client Contact Email: dphegley@nsbufl.com

Was the project completed on schedule? X Yes      No

Total Amount of Change Orders: \$ 0

Reasons for Change Orders: N/A

\_\_\_\_\_

\_\_\_\_\_

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**Project #2:**

Contract Date: September 20, 2021

Contract Amount: \$ 762,300.02

Project Name: Yankee Lake WRF Repair & Rehabilitation

Project Location: 501 Yankee Lake Road, Sanford, FL 32771

General Scope of Work: Replace 2 existing buried manholes, recoat 4 existing manholes, remove & replace 2 existing anoxic tank mixers with new units, remove & replace portion of above ground piping & instrumentation, remove & replace digester sludge loading system. Provide 4 support slabs and new internal recycling pipe, etc...

Client Name and Address: Seminole County

1101 East First Street

Sanford, FL 32771

Client Contact Phone: (407) 665-2026

Client Contact Email: mboggs@seminolecountyfl.gov

Was the project completed on schedule? X Yes      No

Total Amount of Change Orders: \$ 63,300.02

Reasons for Change Orders: Additional coatings at headworks structure, plug valves at digester tanks, chainwheel operators, & headworks structure work items.

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**Project #3:**

Contract Date: April 19, 2021

Contract Amount: \$ 2,924,000.00

Project Name: NW Reclaimed Water Storage Tank & Pump Station

Project Location: 1395 N. Stone Street, DeLand, FL 32720

General Scope of Work: Construction of a new 2.0 MG reclaimed water storage tank, hi-service pump station and related site improvements on a City owned site in the City's NW service area.

Client Name and Address: City of DeLand

1102 S. Garfield Ave.

DeLand, FL 32724

Client Contact Phone: (386) 626-7253

Client Contact Email: ailesj@deland.org

Was the project completed on schedule? X Yes      No

Total Amount of Change Orders: \$ 0

Reasons for Change Orders: N/A

**END OF ATTACHMENT E**



**ATTACHMENT F**

**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: John Justus, Jr., Executive Vice President  
(Individual's name and title)

For: McMahan Construction Co., Inc.  
(Name of entity submitting sworn statement)

Whose business address is: 123 E. Indiana Avenue  
DeLand, FL 32724

Federal Employer Identification Number (FEIN): 59-2036678

(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.

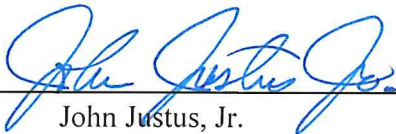
                     The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to 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 STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature:   
John Justus, Jr.

Date: December 6, 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 ☒

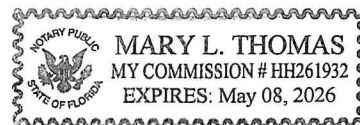
this 6th day of December, 2024

Personally Known ☒ OR Produced identification ☐

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



Signature of Notary Public  
Print, Type or Stamp Commissioned Name of Notary Public  
below: Mary L. Thomas



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, 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 6th day of December, 20 24.

McMahan Construction Co., Inc.

(Bidder Name)

Executive Vice President

(Title)

(Signature) John Justus, Jr.

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF VOLUSIA

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

online notarization ☐ OR physical presence ☒

this 6th day of December, 20 24.

Personally Known ☒ OR Produced identification ☐

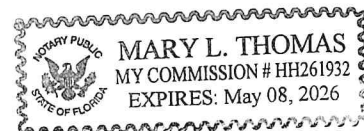
Type of Identification Produced: \_\_\_\_\_

Mary L. Thomas

Signature of Notary Public

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

Mary L. Thomas



END OF ATTACHMENT G

DIVISION 00 11 53

NON-COLLUSION AFFADAVIT

Page 1 of 1





**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: McMahan Construction Co., Inc.

Signature: 

John Justus, Jr.

Date: December 6, 2024

Title: Executive Vice President

Official Address: 123 E. Indiana Avenue

DeLand, FL 32724

**END OF ATTACHMENT H**



**SECTION 00 11 53**  
**REQUEST FOR QUALIFICATION FORMS**  
**ATTACHMENT I DRUG-FREE WORK PLACE**

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

McMahan Construction Co., 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: John Justus, Jr.

Signature: 

Date: December 6, 2024

Title: Executive 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 John Justus, Jr., who was duly sworn, deposes, and states:

1. I am the Executive Vice President of McMahan Construction Co., Inc. with a local office in DeLand, FL and principal office in DeLand, FL.
2. The above-named entity is submitting an Expression of Interest for the City of Flagler Beach project described as bid number FB-240111.
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 any one 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 any one 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

John Justus, Jr.  
John Justus, Jr., Executive Vice President

**END OF ATTACHMENT J**



STATE OF FLORIDA

COUNTY OF VOLUSIA

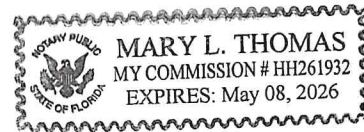
The foregoing instrument was acknowledged before me this 6th day of December, 2024,

by John Justus, Jr. of McMahan Construction Co., Inc.  
(Officer Name) (Company)

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

Notary Public: Mary L. Thomas My Commission Expires: May 8, 2026

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: McMahan Construction Co., Inc.

Authorized representative Printed Name: John Justus, Jr., Executive Vice President

Authorized Representative Signature: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read "John Justus Jr.", is written over a horizontal line.

Date: December 6, 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.

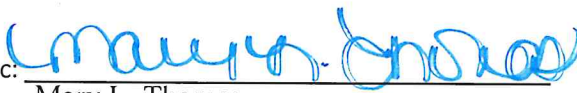
Name: John Justus, Jr.  
Authorized Signature:   
Date: December 6, 2024  
Title: Executive Vice President

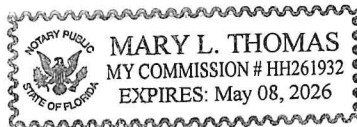
Affix Corporate Seal:

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 6th day of December, 2024,  
by John Justus, Jr. of McMahan Construction Co., Inc.  
(Officer Name) (Company)  
on behalf of the company. He/She is personally known to me or has produced  
identification.

Notary Public:   
Mary L. Thomas  
My Commission Expires: May 8, 2026



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. 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.

### **BABAA**

The Build America, Buy America Act, 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 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 section 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.

**END OF ATTACHMENT M**



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## 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
Brevard Constructors	Metal Building	Marty Gordon (321) 269-2929 martygordon@brevardconstructors.com
Shine & Company	Electrical	Charles Watson (386) 454-2034 charles@shinecompanyinc.com
MTS Environmental, Inc.	Seepex Pumps	Bob Bierhorst (813) 760-5508 bbierhorst@mts-florida.com
MTS Environmental, Inc.	Chemical Feed System	Bob Bierhorst (813) 760-5508 bbierhorst@mts-florida.com
Exceletech, LLC	Painting & Coatings	Ben Muzia (352) 874-3639 ben@excelcoatings.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 Contractor John Justus, Jr.	#059437	State of Florida	August 31, 2026
Underground Utility John Justus, Jr.	#057309	State of Florida	August 31, 2026
General Contractor Dean Kellogg	#1532692	State of Florida	August 31, 2026
Building Contractor Dean Kellogg	#1259026	State of Florida	August 31, 2026
Pollutant Storage John Justus, Jr.	#1257015	State of Florida	August 31, 2026

END OF ATTACHMENT O



**City of Flagler Beach**  
**105 S. 2<sup>nd</sup> Street**  
**Flagler Beach, Florida 32136**  
**(386) 517 – 2000 ext. 233**

## **ADDENDUM NO. 1**

### **RESPONSE TO INQUIRIES RECEIVED**

**Waste water Treatment Facility Sludge Management Improvements**  
**Bid Number FB-240111**  
**November 25, 2024**

To All Plan Holders:

The following changes, clarifications and additions are hereby made a part of the bidding and contract documents for the above referenced project, and prepared by the City of Flagler Beach as fully completely as if the same were fully set forth therein.

Response to Questions received at the Pre-bid Meeting and before the deadline of 5:00 p.m. Friday, November 22, 2024. Questions are in **Bold** and responses are in *Italics*.

1. **For the underground conduit duct bank, the drawings show it as direct bury while the specs call for it to be concrete encased. Please confirm which is required.** *They shall be concrete encased.*
2. **Would you provide the sign-in sheet and any agenda/notes for the pre-bid meeting?** *The sign in sheet and any notes will be provided.*
3. **Are the building department fees going to be paid through the project allowance?** *Contractor is responsible for building dept. fees.*
4. **Spec 01010, 1.01, E mentions FPL fees to be paid for by the Contractor. It does not appear there is any FPL work in this project. Please confirm.** *We are going to have the power pole removed, so there should not be any FPL fees.*
5. **Please confirm the PWTech Press has been purchased and provided by Flagler County.** *Therefore, we do not need to include pricing for purchasing the press in our bid. Yes, it has been purchased.*
6. **Spec "05XXX – Prefabricated Metal Building" is missing from the bid documents.** *The table of contents has been revised and is attached as exhibit "A" to this Addenda.*
7. **Spec "11XXX – Submersible mixers" is missing from the bid documents.** *The table of contents has been revised and is attached as exhibit "A" to this Addenda.*
8. **The 100 days for substantial completion and 130 days for final completion is not enough time to complete this project. Submittals, approvals, and material deliveries will be in the 90-to-100-day range. Then the work in the field must be completed. Can the tie for constriction be extended?** *We can extend substantial completion to 180 days and final at 210 days.*

9. Drawing D1.0, and other drawings, show an existing overhead power line and pole that is in conflict with the new structure location. Please address what to do with the existing utility line. *The city will have the pole removed and will not be in the scope.*
10. On Drawing C1.1 regarding the manholes. For manhole #5 is the flow line elevation to the NW, as SW is indicated? Is there only that one opening for that #5 manhole. For manhole #8, is that a doghole style manhole? Please provide more details as to how to insert the manhole, if it is tying into an existing line. *The manholes, piping between manholes, and asphalt paving will be removed from this scope.*
11. On drawing C1.1 the pipe schedule #11 suggests 8" schedule 80 PVC. Between manhole 6 and 7 with the ductile fitting is C900 acceptable to use? *TBD*
12. On drawing C1.1 fitting schedule #24, please confirm that the wye is 8x8x8 to match the incoming pipe from the wye. Also can a Ductile Iron fitting be used for the #31 MJ 45 bend, again seen as #42 on drawing M1.1? *TBD*
13. On drawing C1.1 on the 20" effluent line, is there a shut off to prevent backflow while making the tie in connection? How long can the 20" effluent be out of service to complete the rerouting of the pipe? *The 20" effluent line needs to remain in place. Remove the relocation of the 20" effluent line from the scope.*
14. On Drawing M1.2 what happens at the end of the bisulfate discharge pipe? Capped, connected to by others? *The bisulfite tank will not be included in this scope, not any of the associated piping.*
15. On drawing I4.0 the descriptions say Bisulfite while other drawings say Bisulfate. Are these chemical terms the same, and interchangeable, or the same product at a different stage of the process? *The plans should read Bisulfite.*
16. Does this project require Davis Bacon wages with certified payroll documentation? *YES*
17. Are there any special funding requirements, like USA Domestic only, AIS, or MBE/DBE? *NO*
18. The contract time shows 100 days for substantial completion per spec -00 26 00-4.02. The equipment and metal building materials may take that long just to fabricate & ship. Can the contract time be extended to accommodate the long lead equipment deliveries? *See #8*
19. Are the building permit fees waived by the City? If the contractor has to pay the permit fees, can there be an allowance for that on the bid form? *See #3*

20. Is there an engineer's cost estimate for this project? *That information is not released until after the bid opening.*
21. How long can the 20" effluent discharge line on sheet C1.1 be shutdown to tie in the new 20" gate valves and cut in the 20" 45' bend on the new 20" effluent line? *The 20" effluent discharge line needs to remain in place and will be removed from the scope of this bid.*
22. How long can the sludge line on sheet C1.1 be shutdown to tie in the 8"x4" tee & 8" plug valve for the new feed line to the presses? *The sludge line is already turned off with a gate valve upstream.*
23. How long can the sludge line on sheet C1.1 be shutdown to install the new 8" gate valve and the new seepex pump? *The sludge line is already turned off and not an issue.*
24. At manhole #8, how long can the existing drain line be shutdown to install the manhole? *All manholes and associated piping will be removed from this bid.*
25. Does the City intend to direct purchase through the contractor any of the equipment and materials on this project in order to save the sales tax? *YES*
26. The table of contents shows a spec 09090 Finish Schedule. We couldn't find that in the specs going from section 06702 to 09750. Can a finish schedule be provided to show what specifically gets painting/coatings? *To be provided*
27. Section 09090 – Finish Schedule is missing from the specifications. Please provide this section of the specifications. *To be provided*
28. Do you have soil borings for this project? If so, can we get a copy? If not, where is the water table on site? We need this to determine if any dewatering will be required for this project and to know if dewatering will be required to obtain compaction under the structures. *We do not have any soil borings.*

Disclaimer: It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in bid documents

END OF ADDENDUM 1



**City of Flagler Beach**  
**105 S. 2<sup>nd</sup> Street**  
**Flagler Beach, Florida 32136**  
**(386) 517 – 2000 ext. 233**

## **ADDENDUM NO. 2**

**Additional and Revised Documents**  
**Waste water Treatment Facility Sludge Management Improvements**  
**Bid Number FB-240111**  
**November 21, 2024**

To All Plan Holders:

The following changes, clarifications and additions are hereby made a part of the bidding and contract documents for the above referenced project, and prepared by the City of Flagler Beach as fully completely as if the same were fully set forth therein.

**Attached to this Addendum are revised and additional items for the bid package.**

**Exhibit "A": Revised Table of Contents to Volume 2 Technical Sections**

**Exhibit "B": Proposal/Scope from PW Tech on the Screw Press**

**Exhibit "C": Geotechnical Evaluation performed by Universal Engineering Services**

**Exhibit "D": Revised Drawings Sheet M2.0 and Sheet S1.1**

**Exhibit "E": Sign in Sheets from Pre-bid Meeting**

**Response to additional question:**

**The bid submission deadline will not be extended and stands as 2:00 PM, Friday, December 6, 2024.**

**Disclaimer: It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in bid documents**

**END OF ADDENDUM 2**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/01/2024

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

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

PRODUCER	CONTACT NAME: Jamie Hanrahan
Brown & Brown Insurance Services, Inc.	PHONE (A/C, No, Ext): (386) 239-8882
P.O. Box 2412	FAX (A/C, No): (386) 323-9198
	E-MAIL ADDRESS: Jamie.Hanrahan@bbrown.com
Daytona Beach	INSURER(S) AFFORDING COVERAGE
FL 32115-2415	INSURER A: Berkley Assurance Company
	INSURER B: Auto Owners Insurance Company
INSURED	INSURER C: Travelers Excess and Surplus Lines Company
MCMAHAN CONSTRUCTION CO INC	INSURER D: XL Specialty Insurance Company
P O BOX 223	INSURER E: Westchester Surplus Lines Ins
DELAND	INSURER F: American Interstate Insurance Company
FL 32721-0223	

## COVERAGES

CERTIFICATE NUMBER: 2024-25

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CT20240242-01	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			50-921-676-00	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-7S407360-24-NF	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 COMPLETED OPS AG \$ 4,000,000
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AVWCFL3233612024	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	EQUIPMENT FLOATER INSTALLATION/ BUILDERS RISK			UM00031576MA24A	11/01/2024	11/01/2025	RENTED EQUIPMENT 500,000 INSTALLATION 2,000,000

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

SEE NOTES FOR POLICY COVERAGE FORMS  
FOR INFORMATION

## CERTIFICATE HOLDER

## CANCELLATION

MCMAHAN CONSTRUCTION CO INC

PO BOX 223

DELAND

FL 32721-0223

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED MCMAHAN CONSTRUCTION CO INC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

#### CURRENT BLANKET POLICY FORMS

##### GENERAL LIABILITY

- 1.) VCAS 2036 1112 (PER PROJECT AGGREGATE)
- 2.) CG2010 1219 - ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS(ADDITIONAL INSURED-ONGOING OPERATIONS)
- 3.) CG2037 1219 - ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS-COMPLETED OPERATIONS
- 4.) CG2034 1219 - ADDITIONAL INSURED -LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS WHEN REQUIRED IN A LEASE AGREEMENT
- 5.) VCAS 2035 1110 - (PRIMARY & NON-CONTRIBUTORY)
- 6.) CG2404 1219 - (WAIVER OF SUBROGATION)
- 7.) VCAS 99 90 04 18 (NOTICE OF CANCELLATION TO OTHERS)

##### AUTO LIABILITY

- 1.) 58504 0115 - (ADDITIONAL INSURED)
- 2.) 58583 0115 - (WAIVER OF SUBROGATION)

##### UMBRELLA

- 1.) EU0001 0716 - EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE (ADDITIONAL INSURED, PRIMARY & NON-CONTRIBUTORY, WAIVER OF SUBROGATION)
  - 2.) IL T4 00 0519 - DESIGNATED PERSON OR ORGANIZATION - CANCELLATION OR NON RENEWAL
- THE UMBRELLA APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO LIABILITY, & EMPLOYERS LIABILITY.

##### EQUIPMENT

- 1.) CO 1072 04 02 - (BLANKET LOSS PAYEE)

#### ADDITIONAL POLICIES:

##### POLLUTION LIABILITY

POLICY # G70918687 005  
INSURER E-WESTCHESTER SURPLUS LINES INS-  
EFF 1/1/24-1/1/26  
LIMIT: \$2,000,000 OCCURRENCE  
\$2,000,000 AGGREGATE

- 1.) ENV 3250 12 18 - ADDITIONAL INSURED ENDORSEMENT - ONGOING WORK OR OPERATIONS (BLANKET)
- 2.) ENV 3251 12 18 - ADDITIONAL INSURED ENDORSEMENT - PRODUCTS-COMPLETED OPERATIONS HAZARD (BLANKET)
- 3.) ENV 3253 12 18 - PRIMARY AND NON-CONTRIBUTORY - OTHER INSURANCE (BLANKET)
- 4.) ENV 3143 03 05 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US



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

**JUSTUS, JOHN EDWARD JR**

MC MAHAN CONSTRUCTION CO INC  
123 E INDIANA AVENUE  
DELAND FL 32724

**LICENSE NUMBER: CGC059437**

**EXPIRATION DATE: AUGUST 31, 2026**

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

ISSUED: 07/08/2024

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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

**JUSTUS, JOHN EDWARD JR**

MC MAHAN CONSTRUCTION CO INC  
123 E INDIANA AVENUE  
DELAND FL 32724

**LICENSE NUMBER: CUC057309**

**EXPIRATION DATE: AUGUST 31, 2026**

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ISSUED: 07/08/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE POLLUTANT STORAGE SYSTEMS CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**JUSTUS, JOHN EDWARD JR**

MCMAHAN CONSTRUCTION CO., INC.  
123 EAST INDIANA AVENUE  
DELAND FL 32724

**LICENSE NUMBER: PCC1257015**

**EXPIRATION DATE: AUGUST 31, 2026**

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

ISSUED: 07/08/2024

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"The Athens of Florida"

City of DeLand  
Business Tax Receipt  
120 S. Florida Avenue  
DeLand Florida 32720-5422  
(386) 626-7007

**BTR-1905**

**2024 - 2025**

Receipt Holder: Sherry Vaughn  
123 E Indiana Ave  
DeLand, FL 32724

DBA: McMahan Construction Co., Inc  
Business: McMahan Construction  
Service Address: 123 E Indiana Ave  
Business Type: Commercial  
Description: Gen.Contractor/Bldg Contractor

**DESCRIPTION**

**FEE**

Gen.Contractor/Bldg Contractor

\$112.50

**VALID**

**October 1, 2024 - September 30, 2025**

This Business Tax Receipt is only a tax and not a license to operate a business. An Annual Fire Safety Permit might be required.  
The City of DeLand MUST be notified in writing if you decide not to operate your business within the city limits of DeLand.

# *State of Florida*

## *Department of State*

I certify from the records of this office that MCMAHAN CONSTRUCTION CO., INC. is a corporation organized under the laws of the State of Florida, filed on November 1, 1980.

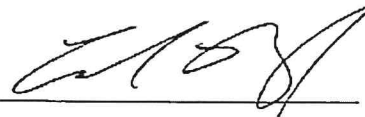
The document number of this corporation is F02227.

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 January 11, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Eleventh day of January, 2024*



  
*Secretary of State*

Tracking Number: 3653028878CC

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

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



**Dean Kellogg**

*President & Safety Coordinator*

**Professional Experience:**

- 2008 - Present     *Vice President & Utility Division Project Manager, McMahan Construction Co., Inc., Responsibilities include estimation, jobsite management, budget controls, project completion from start to finish, and contract scheduling.*
- 2003 – 2007     *Commercial Division Project Manager, McMahan Construction Co., Inc., Responsibilities included estimation, jobsite management, budget controls, project completion from start to finish, and contract scheduling.*
- 

**License:**

- 2008 - Present     State of Florida Certified Building Contractor  
License No. CBC 1259026
- 

**Education:**

- 2003     Appalachian State College - Boone, NC  
Bachelor of Science Degree in Business Management &  
Computer Information Systems
- 

**Projects have included:**

- 2019, Breakaway Trails Ground Storage Tank & Pump Station – Ormond Beach, FL; Owner: City of Ormond Beach; Architect: Mead & Hunt; Contract Amount: \$2,912,000.00
- 2018, Valor Blvd. Reuse Storage Tank & P.S – Daytona Beach, FL; Owner: City of Daytona Beach; Architect: McKim & Creed; Contract Amount: \$3,744,885.33
- 2017, Southern Wellfield Expansion – Palm Coast, FL; Owner: City of Palm Coast; Architect: McKim & Creed; Contract Amount: \$1,364,878.28
- 2016, Ft. Florida Rd. Water Main Extension – DeBary, FL; Owner: City of DeBary; Architect: CPH Engineers, Inc.; Contract Amount: \$497,834.00
- 2016, Sperling Sports Complex Reclaim – DeLand, FL; Owner: City of DeLand; Architect: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$430,232.00
- 2015, N. Peninsula Force Main Ext., LS Install. & WWTP Abandonment – Ormond Beach, FL; Owner: Volusia County; Architect: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$1,138,694.45
- 2014, S. Peninsula 2" Water Main – Ormond Beach, FL; Owner: City of Ormond Beach; Architect: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$891,593.25
- 2011, Volusia County Fairgrounds Storage Tank & Pump Station – DeLand, FL; Owner: City of DeLand; Architect: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$1,036,000.00
- 2009, Tomoka Woods WTP & Wells – DeLand, FL; Owner: City of DeLand; Architect: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$2,849,000.00

**McMahan Construction Co., Inc.**

**Professional Experience:**

- 1987 – Present     *Executive Vice President*, McMahan Construction Co., Inc.,  
Manager of Water and Wastewater Division. Responsibilities include estimation, jobsite management, budget controls, project completion from start to finish, and contract scheduling.
- 1986                 *Assistant Project Developer*, Anglin Construction, Inc.  
Summer internship.
- 1984 & 1985        *Assistant Estimator*, Russell & Axon Engineers, Inc.  
Summer internship.
- 

**License:**

- 2000 – Present     State of Florida Certified Underground Utility Contractor  
License No. CU-C057309
- 1997 – Present     State of Florida Certified General Contractor  
License No. CG-C059437
- 

**Education:**

- 1998                 University of Central Florida  
Orlando, FL  
Master's Degree in Business Administration.
- 1987                 University of Florida  
Gainesville, FL  
Bachelor of Science Degree in Building Construction.
- 1981 – 1983        University of South Florida  
Tampa, FL  
Studied Civil Engineering
- 

**Projects have included:**

- **2023, Rehabilitation of Glencoe Well Sites – New Smyrna Beach, FL;** Owner: New Smyrna Beach Utilities; Engineer: CPH Engineers, Inc.; Contract Amount: \$1,078,000.00
- **2023, Yankee Lake WRF Repair & Rehab - Sanford;** Owner: Seminole County; Engineer: CDM Smith; Contract Amount: \$762,300.02
- **2023, Potable Water Well #15 – Flagler Beach;** Owner: City of Flagler Beach; Engineer: Mead & Hunt; Contract Amount: \$560,500.00
- **2023, NW Reclaimed Water Storage Tank & Pump Station – DeLand, FL;** Owner: City of DeLand; Engineer: Mead & Hunt; Contract Amount: \$2,924,000.00
- **2021, WTP Improvements & New Potable Well #2 – Astatula, FL;** Owner: Town of Astatula; Engineer: Saltus Engineering, Inc.; Contract Amount: \$546,035.70
- **2021, South Beach Pump Station Upgrades – New Smyrna Beach, FL;** Owner: New Smyrna Beach Utilities; Engineer: ERS Engineering, Inc.; Contract Amount: \$894,151.04
- **2021, Well No. 48 Outfitting at Magdalena WTP No. 16 – Deltona, FL;** Owner: City of Deltona; Engineer: Tetra Tech; Contract Amount: \$596,000.00
- **2021, WRF Improvements – Casselberry, FL;** Owner: City of Casselberry; Engineer: Hazen and Sawyer; Contract Amount: \$1,577,705.00
- **2018, Alexander Ave. Reclaimed Water Augmentation Facility – Deltona, FL;** Owner: City of Deltona; Engineer: Tetra Tech; Contract Amount: \$10,094,069.97

**Work Experience:**

2004 – Present	<i>Project Coordinator for Water and Wastewater Division, McMahan Construction Co., Inc., DeLand</i> Supervision of water and wastewater crews, coordination of all projects including installation of mechanical equipment, pumps, mechanical pipe, building tanks, control rooms, office buildings and chlorination pumps and piping.
1997 – 2004	<i>Superintendent, McMahan Construction Co., Inc., DeLand</i> Jobsite management, scheduling and quality control.
1992 – 1997	<i>Foreman, McMahan Construction Co., Inc., DeLand</i> Supervision of water and wastewater crew.
1985 – 1992	<i>Equipment Operator, McMahan Construction Co., Inc., DeLand</i>
1983 – 1985	<i>Driver, McMahan Construction Co., Inc., DeLand</i>

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**Licenses and Certifications:**

- First Aid Certification
  - CPR Certification
  - Confined Space Entry Certification
  - FMOT Work Zone Level III Certification
  - Hazard Communication Training Certification
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**Projects have included:**

- **2023, Rehabilitation of Glencoe Well Sites – New Smyrna Beach, FL;** Owner: New Smyrna Beach Utilities; Engineer: CPH Engineers, Inc.; Contract Amount: \$1,078,000.00
- **2023, Yankee Lake WRF Repair & Rehab - Sanford;** Owner: Seminole County; Engineer: CDM Smith; Contract Amount: \$762,300.02
- **2023, Potable Water Well #15 – Flagler Beach;** Owner: City of Flagler Beach; Engineer: Mead & Hunt; Contract Amount: \$560,500.00
- **2023, NW Reclaimed Water Storage Tank & Pump Station – DeLand, FL;** Owner: City of DeLand; Engineer: Mead & Hunt; Contract Amount: \$2,924,000.00
- **2021, WTP Improvements & New Potable Well #2 – Astatula, FL;** Owner: Town of Astatula; Engineer: Saltus Engineering, Inc.; Contract Amount: \$546,035.70
- **2021, South Beach Pump Station Upgrades – New Smyrna Beach, FL;** Owner: New Smyrna Beach Utilities; Engineer: ERS Engineering, Inc.; Contract Amount: \$894,151.04
- **2021, Well No. 48 Outfitting at Magdalena WTP No. 16 – Deltona, FL;** Owner: City of Deltona; Engineer: Tetra Tech; Contract Amount: \$596,000.00
- **2021, WRF Improvements – Casselberry, FL;** Owner: City of Casselberry; Engineer: Hazen and Sawyer; Contract Amount: \$1,577,705.00
- **2018, Alexander Ave. Reclaimed Water Augmentation Facility – Deltona, FL;** Owner: City of Deltona; Engineer: Tetra Tech; Contract Amount: \$10,094,069.97

McMAHAN CONSTRUCTION CO., INC.  
RECENT CONTRACT HISTORY

		Plant Division			
Year	Job #	Name/Description	Contract Amount	Owner Contact/Phone #	Engineer Contact/Phone #
2021	1237	REHABILITATION OF GLENCOE WELL SITES NO. 2 & NO. 3 - UCN5B	\$ 1,078,000.00	NEW SMYRNA BEACH UTILITIES 200 Canal Street, New Smyrna Beach, FL 32168 Darren Phegley, P.E. (386) 424-3072 dphegley@nshutl.com	CPH ENGINEERS, INC. 500 W. Fulton St., Sanford, FL 32771 Rocco Nasso, P.E. (407) 322-6841 / (407) 330-0639 Fax rnasso@cphcorp.com
2021	1238	INDIAN HARBOR ESTATES PUMP STATION - OAK HILL <small>Waste Solutions Marine Engineering Services, Inc.</small>	\$ 1,447,287.87	CITY OF OAK HILL 234 US Hwy 1, Oak Hill, FL 32759 Kohn Evans, City Administrator (386) 345-3522 kevans@oakhillfl.com	MEAD & HUNT, INC 4401 Eastport Parkway, Port Orange, FL 32127 Brad Blaise, P.E. (386) 761-6810 / (386) 761-3977 Fax brad.blaise@meadhunt.com
2022	1239	WRF SOUTH REUSE PUMP STATION - DeLAND	\$ 2,683,000.00	CITY OF DELAND 1102 S. Garfield Ave., DeLand, FL 32724 Jim Ailes, Utilities Director (386) 626-7250 jailes@deland.org	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Brad Blaise, P.E. (386) 761-6810 / (386) 761-3977 Fax brad.blaise@meadhunt.com
2022	1240	METAL WALKWAY GRATING REPLACEMENT and CONCRETE REPAIR at WATER TREATMENT PLANT - EDGEWATER	\$ 115,000.00	CITY OF EDGEWATER 104 North Riverside, Edgewater, FL 32132 Robert Polizzi, Jr., Water Plant Manager (386) 424-2400 xt. 4031 rpolizzi@cityofedgewater.org	CITY OF EDGEWATER ENVIRONMENTAL SERVICES 409 Mango Tree Drive, Edgewater, FL 32132 Randy Coslow, P.E. - City Engineer (386) 424-2400 xt. 4007 rcoslow@cityofedgewater.org
2022	1241	WRF EAST MASTER LIFT STATION UPGRADES - PORT ORANGE	\$ 4,058,000.00	CITY OF PORT ORANGE 1000 City Center Circle, Port Orange, FL 32129 Junos Reed, Engineering & Construction Manager (386) 506-5754 jreeds@port-orange.org	KIMLEY HORN 189 S. Orange Ave., Suite 1000, Orlando, FL 32801 Rhea Dorris (407) 898-1511 / (407) 761-4229 Cell rhea.dorris@kimley-horn.com
2022	1242	FISHER WWTF IMPROVEMENTS-MLE IMPROVEMENTS - DELTONA	\$ 1,182,500.00	CITY OF DELTONA 255 Enterprise Road, Deltona, FL 32725 Jim Parrish (386) 878-8973 / (386) 878-8971 Fax jparrish@deltonafl.gov	KIMLEY-HORN and ASSOCIATES, INC. 189 S. Orange Ave., Suite 1000, Orlando, FL 32801 Steve Romano, P.E. (407) 427-1673 steve.romano@kimley-horn.com
2022	1243	MAIN WATER PLANT GREENSAND FILTER - ORANGE CITY	\$ 3,109,000.00	CITY OF ORANGE CITY 205 E. Graves Ave., Orange City, FL 32763 Marluz Diaz, P.E., BSCE - Construction Engineer (386) 775-5472 mdiaz@orangecityfl.gov	Florida Rural Water Association c/o Arminius Consultants 2501 Bayfront Parkway, Orlando, FL 32806 John Hermann - Arminius Consultants (321) 315-7674 John.Hermann@arminiusconsult.net
2024	1244	FT. SMITH PUMP STATION MODIFICATIONS - DELTONA	\$ 687,000.00	CITY OF DELTONA 2345 Providence Blvd., Deltona, FL 32725 Phyllis Wallace, Interim Public Works Director (407) 963-0143 (cell) pwallace@deltonafl.gov	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Brad Blais, P.E., (386) 761-6810 / (386) 761-3977 Fax brad.blais@meadhunt.com
2024	1245	POTABLE WATER WELL #16 - FLAGLER BEACH	\$ 881,760.00	CITY OF FLAGLER BEACH P.O. Box 70, Flagler Beach, FL 32136 Jim Rarner, Project Coordinator (386) 517-2042 jrarners@cityofflaglerbeach.com	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 David King, P.E. (386) 761-6810 / (386) 761-3977 Fax david.king@meadhunt.com
2024	1246	MASTER PUMP STATION ODOR CONTROL REPLACEMENT - DAYTONA BEACH SHORES	\$ 568,000.00	CITY OF DAYTONA BEACH SHORES 2990 S. Atlantic Avenue, Daytona Beach Shores, FL 32118 Stuart Cruz (386) 763-5361 scruz@cityofdbshs.org	McKIM & CREED 139 Executive Circle, Suite 201, Daytona Beach, FL 32114 Charles Hill, P.E. (386) 274-2828 / (386) 274-1393 chill@mcclimcreed.com
2024	1247	RIVER BOOSTER PUMP STATION - DeLAND	\$ 1,539,000.00	CITY OF DELAND 1102 S. Garfield Ave., DeLand, FL 32724 Jim Ailes, Utilities Director (386) 626-7250 jailes@deland.org	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Matt Guzynski, P.E. (386) 761-6810 / (386) 761-3977 Fax matt.guzynski@meadhunt.com

McMAHAN CONSTRUCTION CO., INC.  
RECENT CONTRACT HISTORY

Year	Job #	Name/Description	Contract Amount	Owner	Contact/Phone #	Engineer	Plant Division
2019	1227	FLAGLER BEACH WWTP IMP PHASE III - FLAGLER BEACH	\$ 441,068.30	CITY OF FLAGLER BEACH	P.O. Box 70, Flagler Beach, FL 32136 Jim Ramer, Dir. Of Water Facilities jramer@cityofflaglerbeach.com (386) 517-2000 xt. 243 / (386) 517-2008 Fax	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Brad Blaise, P.E. (386) 761-6810 / (386) 761-3977 Fax brad.blaise@meadhunt.com	
2019	1228	WTP CHEMICAL FEED SYSTEM UPGRADES - ORMOND BEACH	\$ 46,916.00	CITY OF ORMOND BEACH	22 South Beach Street, Ormond Beach, FL 32174 George Lavalelli, P.E. (386) 676-3584 / (386) 676-3294 Fax george.lavalelli@cityoformondbeach.org	CITY OF ORMOND BEACH 22 South Beach Street, Ormond Beach, FL 32174 George Lavalelli, P.E. (386) 676-3584 / (386) 676-3294 Fax george.lavalelli@cityoformondbeach.org	
2019	1229	WRF IMPROVEMENTS - CASSELBERRY	\$ 1,577,705.00	CITY OF CASSELBERRY	95 Triple Lake Drive, Casselberry, FL 32707 Tara Lanoureaux, P.E., Utilities Director (407) 365-7700 Ext. 1128 (407) 365-7702 Fax tlanoureaux@cityofcasselberry.org	HAZEN AND SAWYER 919 Lake Baldwin Lane, Suite 200, Orlando, FL 32814 Frederick R. Holmes, P.E. (407) 367-2626 / (407) 367-2627 Fax frholmes@hazensawyer.com	
2020	1230	WELL NO. 48 OUTFITTING AT MAGDALENA WTP NO. 16 - DELTONA	\$ 596,000.00	CITY OF DELTONA	2345 Providence Blvd., Deltona, FL 32725 John Peters, Public Works Director (386) 878-8973 / (386) 878-8971 Fax jpeters@cityofdeltona.gov	TETRA TECH 201 East Pine St., Suite 1000, Orlando, FL 32801 Robert Smith, P.E. (407) 839-3955 / (407) 839-3790 Fax robert.smith@tetratech.com	
2020	1231	SOUTH BEACH PUMP STATION UPGRADES - UCNSB	\$ 894,151.04	UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH	200 Canal Street, New Smyrna Beach, FL 32168 Darren Plegley, P.E. - Construction Supervisor (386) 424-3072 dplegley@ucnsb.org	ERS ENGINEERING, INC. 5775 Timuquana Rd., Jacksonville, FL 32210 Derek Wainwright, P.E. (904) 777-3089 / (904) 777-3726 Fax dwainwright@ersengineering.com	
2020	1232	WTP IMPROVEMENTS & NEW POTABLE WELL #2 - ASTATULA	\$ 546,035.70	TOWN OF ASTATULA	25009 County Road 561, Astatula, FL 34705 Graham Wells (352) 742-1100 / (352) 742-1970 Fax gwells@astatula.org	SALTUS ENGINEERING, INC. P.O. Box 8969, Fleming Island, FL 32006 David Bolam, P.E. (904) 742-6545 davidbolam@saltus.com	
2021	1233	KMART PUMP STATION IMPROVEMENTS - DeLAND	\$ 357,990.00	CITY OF DeLAND	1102 S. Garfield Ave., DeLand, FL 32724 Keith Riger, P.E. (386) 626-7197	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Brad Blaise, P.E. (386) 761-6810 / (386) 761-3977 Fax	
2021	1234	NW RECLAIMED WATER STORAGE TANK & PUMP STATION - DeLAND	\$ 2,924,000.00	CITY OF DeLAND	1102 S. Garfield Ave., DeLand, FL 32724 Keith Riger, P.E. (386) 626-7197	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Brad Blaise, P.E. (386) 761-6810 / (386) 761-3977 Fax	
2021	1235	POTABLE WATER WELL #15 - Flagler Beach	\$ 560,500.00	CITY OF FLAGLER BEACH	P.O. Box 70, Flagler Beach, FL 32136 Jim Ramer, Project Coordinator (e-mail) (386) 517-2043 (386) 517-2008 Fax	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Andrew Giannini, P.E. (386) 761-6810 / (386) 761-3977 Fax andrew.giannini@meadhunt.com	
2021	1236	YANKEE LAKE WRF REPAIR & REHABILITATION - SEMINOLE COUNTY	\$ 762,300.02	SEMINOLE COUNTY	1101 East First Street, Sanford, FL 32771 Michael Boggs, Project Manager (407) 665-2041 mboggs@seminolecountyfl.gov	CDM SMITH 101 Southhall Lane, Suite 200, Maitland, FL 32751 Vijini Pangasa, P.E. - Project Manager (407) 660-2552 vpangasa@cdmsmith.com	



McMILLAN CONSTRUCTION CO., INC.  
RECENT CONTRACT HISTORY  
Plant Division

Year	Job #	Name/Description	Contract Amount	Owner Contact/Phone #	Engineer Contact/Phone #
2016	1218	LIFT STATION #2 UPGRADES - UCNBS	\$ 601,602.40	UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH 200 Canal Street, New Smyrna Beach, FL 32163 Dana Hale, P.E. (386) 424-3037	ERS ENGINEERING 5775 Timuquana Rd., Jacksonville, FL 32210 Eric Shultz, P.E. (307) 777-3089
2016	2161	AND NEW RAW WATER MAIN, PHASE 2 - PALM COAST	\$ 1,364,878.28	CITY OF PALM COAST 160 Lake Ave., Palm Coast, FL 32164 Mary Kronenberg (386) 986-2306	McKIM & CREED 160 Cypress Point Pkwy., Suite C214 Palm Coast, FL 32164 Scott Spooner, P.E. (386) 274-2828
2017	1219	VALOR BLVD. REUSE STORAGE TANK & P.S. - DAYTONA BEACH	\$ 3,744,885.33	CITY OF DAYTONA BEACH 301 S. Ridgewood Ave., Daytona Beach, FL 32114 Nichole Lloyd (386) 671-8813 / lloydnichole@codb.us	McKIM & CREED 139 Executive Circle, Suite 201, Daytona Beach, FL 32114 Mark Ralph, P.E. (386) 274-2828 / (386) 274-1393
2017	1220	ALEXANDER AVE. RECLAIMED WATER AUGMENTATION FACILITY, Deltona	\$ 10,094,069.97	CITY OF DELTONA 2345 Providence Blvd., Deltona, FL 32725 Glenn Whitcomb, Public Works Director (386) 804-0174 / (386) 878-8971 Fax jwhitcomb@deltonafl.gov	TETRA TECH 201 East Pine St., Suite 1000, Orlando, FL 32801 Rakesh Shah, P.E. (407) 839-3955 / (407) 839-3790 Fax
2018	1222	FLAGLER BEACH WELL #12R (we are sub to Connect Consulting)	\$ 114,000.00	CITY OF FLAGLER BEACH P.O. Box 70, Flagler Beach, FL 32136 Fred Griffith, City Engineer fgriffith@cityofflaglerbeach.com (386) 517-2000 ext. 243 / (386) 517-2008 Fax	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Kevin Lee, P.E. (386) 761-6810 / (386) 761-3977 Fax
2018	1223	DELTONA NORTH WTP IMP.	\$ 1,998,128.00	COUNTY OF VOLUSIA 123 West Indiana Ave., DeLand, FL 32720 Dr. Erin Reed (386) 943-7027	CDM SMITH 101 Southhall Lane, Suite 200, Maitland, FL 32751 David Prah (407) 660-2552
2018	1224	ATC Campus Thermal Energy Storage (TES) Tank & Site Work - Daytona State College (If we sub to Conn Corp.)	\$ 172,256.00	DAYTONA STATE COLLEGE 1200 W. International Speedway Blvd., Building 5 Daytona Beach, FL 32114 (386) 506-3059	SGM Engineering, Inc. 935 Lake Baldwin Lane, Orlando, FL 32814 (407) 767-5188 / (407) 767-5772 Fax
2019	1225	DELTONA LAKES WWTP BARSREEN REPLACEMENT - DELTONA	\$ 106,135.00	CITY OF DELTONA 2345 Providence Blvd., Deltona, FL 32725 John Peters, Public Works Director (386) 878-8973 / (386) 878-8971 Fax jpeters@deltonafl.gov	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Brad Blais, P.E. (386) 761-6810 / (386) 761-3977 Fax brad.blais@meadhunt.com
2019	1226	BREAKAWAY TRAILS GROUND STORAGE TANK & PUMP STATION - Ormond Beach	\$ 2,912,000.00	CITY OF ORMOND BEACH 22 South Beach Street, Ormond Beach, FL 32174 Shawn Finley (386) 615-7049 / Fax (386) 676-3321 shawn.finley@ormondbeach.org	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Brad Blais, P.E. (386) 761-6810 / Fax (386) 761-3977





Company ID Number: 1724662



## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and McMahan (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 1724662



4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.



Company ID Number: 1724662

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with





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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note:** If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

#### D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.





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Approved by:

<b>Employer</b> McMahan Construction Co., Inc.	
<b>Name (Please Type or Print)</b> Lisa A Dean	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 08/09/2021
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 08/09/2021



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	McMahan Construction Co., Inc.
Company Facility Address	123 E Indiana Ave Deland, FL 32724
Company Alternate Address	PO Box 223 Deland, FL 32721
County or Parish	VOLUSIA
Employer Identification Number	592036678
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Sherry Vaughn
Phone Number	3867341071
Fax	
Email	svaughn@mcmahanfl.com



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This list represents the first 20 Program Administrators listed for this company.