



October 27, 2015

Mr. Dan Parrott, City Manager
City of Debarry
16 Colomba Road
Debarry, Florida 32713

Re: City of Debarry
Ft Florida Road Water Main Extension Bid No 07-15
CPH Job No. D8519

Dear Mr. Parrott:

Based on the Bid Tabulation, the following are the bid results for the Ft Florida Road Water Main Extension (Bid 07-15), received on October 14, 2015. We received seven bids with three contractors attending the Non Mandatory pre-bid.

#	Bidder	Total (Base + Alt)
1	McMahan Construction Co. Inc.	\$ 542,838.00
2	C E James Inc.	\$ 635,435.35
3	Masci Corporation	\$ 641,849.45
4	JPR Universal Construction, LLC	\$ 651,667.32
5	All Terrain Tractor Service, Inc.	\$ 679,808.40
6	Central Florida Environmental Corp	\$ 739,648.77
7	Kent Brothers, Inc.	\$ 897,488.52

We have investigated the Low Bidder, McMahan Construction Co Inc. in terms of its reported construction experience, references from engineers/architects/owners, and financial statement. McMahan Construction Co Inc. has been in business since 1980. They have provided construction services for a number of public construction projects of similar size to this project. Therefore, based on the information provided, McMahan Construction Co Inc. meets the minimum contract experience qualifications.

We have reviewed information from McMahan Construction Co Inc. in terms of equipment, key personnel, subcontractors, and a litigation statement (attached). Based on previous work experience and references, we recommend the City Commission authorize award of the City's Ft Florida Road Water Main Extension construction contract to McMahan Construction Co Inc. in the amount of \$ 542,838.00.

Mr. Dan Parrott
City of Debarry
Award Recommendation
Page 2 of 2

If you have any questions or need additional information on the contract award recommendation we have made or any of the information shown herein or attached, please do not hesitate to call.

Sincerely,
CPH, Inc.

A handwritten signature in black ink, appearing to read 'Jeremiah D. Owens', written over a horizontal line.

Jeremiah D. Owens, P.E., C.F.M.
Vice President/Associate

Attachments: Bid Package



City Of DeBary

Fort Florida Road Water Main Extension

Bid No. 03-15

Bid Opening- October 14, 2015

Lowest bid to the Highest Bid

Bidder	Base	Alternate	Base plus Alternate Totals
(1) McMahan Construction	\$ 487,955.00	\$ 54,883.00	\$ 542,838.00
(2) C E James Inc.	\$ 587,597.35	\$ 47,838.00	\$ 635,435.35
(3) Masci Corporation	\$ 594,832.09	\$ 47,017.36	\$ 641,849.45
(4)JPR Universal Construction, LLC	\$ 534,687.68	\$ 116,979.64	\$ 651,667.32
(5) All Terrain Tractor Service, Inc.	\$ 596,915.15	\$ 82,893.25	\$ 679,808.40
(6) Central Florida Environmental Corp	\$ 689,342.65	\$ 50,306.12	\$ 739,648.77
(7) Kent Brothers, Inc.	\$ 689,778.52	\$ 207,710.00	\$ 897,488.52
Bidder	Base	Alternate	
(1) McMahan Construction	\$ 487,955.00	\$ 487,955.00	
(2) JPR Universal Construction, LLC.	\$ 534,687.68	\$ 534,687.68	
(3) C E James Inc.	\$ 587,597.35	\$ 587,597.35	
(4) Masci Corporation	\$ 594,832.09	\$ 594,832.09	
(5) All Terrain Tractor Service, Inc.	\$ 596,915.15	\$ 596,915.15	
(6) Central Florida Environmental Corp	\$ 689,342.65	\$ 689,342.65	
(7) Kent Brothers, Inc.	\$ 689,778.52	\$ 689,778.52	

City Of DeBary

Fort Florida Road Water Main Extension
Bid 03-15

Bid Opening - October 14, 2015
Bid Opening Time: 2:00 PM ^{DM}

Bid Opening Location: City Of DeBary City Hall
16 Colomba Road, DeBary, Florida 32713

Name of Bidder	BID "A" - 8" AND 6" PVC WATER MAIN (OPEN CUT)	BID "B" - 12", 8" AND 6" PVC WATER MAIN (OPEN CUT)
CE JAMES INC	\$ 587,597.35	\$ 47,838.00
CENTRAL FLORIDA ENVIRONMENTAL CORP	\$ 689,342.65	\$ 50,306.12
McMAHAN CONSTRUCTION	\$ 487,955.00	\$ 54,883.00
MASCI CORPORATION	\$ 594,832.09	\$ 47,017.36
ALL TERRAIN TRACTOR SERVICE, INC	\$ 596,915.15	\$ 82,893.25
JP R UNIVERSAL CONSTRUCTION, LLC	\$ 534,687.68	\$ 116,979.64
KENT BROTHERS, INC.	\$ 689,778.52	\$ 207,710.00

NOTE: THE ABOVE LIST IS NOT THE OFFICIAL BID TABULATION

Bids Opened and Read Aloud By:

FAM SMITH

Bid Opening Results Recorded By:

DAVID MORRIS

Bid Opening Witness (Signature):


ERIC FRANKTON



500 West Fulton Street
Sanford, Florida 32777
Ph: 407.322.6841
Fax: 407.330.0639

October 20, 2015

McMahan Construction Co. Inc
Robert Kellogg
123 E Indiana Avenue
Deland, Florida 32724

VIA E-MAIL c/o mailto:dkmcci@bellsouth.net

Original to Follow Via Mail

Re: City of DeBary
Ft. Florida Road Water Main Extension (Bid No 07-15)
CPH Job No. D8519

Dear Mr. Kellogg:

As a result of the Bid Tabulation of the bids received on October 14, 2015 for the City of DeBary Ft. Florida Road Water Main Extension (Bid 07-15) project, McMahan Construction Co. Inc. has been identified as the low bidder. As such, please forward to us the following information, which will be used in our evaluation of the Bids on behalf of the City of DeBary.

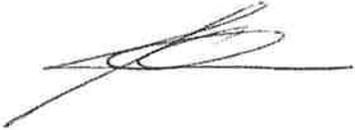
- ✓ 1. A statement of McMahan Construction Co. Inc organization, including resumes of key personnel, especially those personnel proposed for work on this Project.
- ✓ 2. A summary of McMahan Construction Co. Inc experience as a prime contractor. As required, the information provided must show that McMahan Construction Co. Inc has performed as a prime contractor on at least three (3) projects of similar type and size as the proposed contract work. Provide names, addresses, phone numbers, and contact persons for references. List current and past construction projects, name of Owner, Owner contract name and telephone number, and include information on amount of contract, major construction items and quantities.
3. A current (within the last 12 months) audited financial statement prepared in accordance with generally accepted accounting procedures. The financial statement shall include, as a minimum, an income statement, a statement of changes and related footnotes, a balance sheet, and certification that the financial status of the company has not materially changed since the audit.
- ✓ 4. A list of equipment and quantities currently owned or under lease to McMahan Construction Co. Inc is available for this work.
- ✓ 5. A list of all proposed subcontractors to be utilized for the work, if any.
- ✓ 6. Submit Copies of all construction licenses.
7. Provide a statement indicating whether or McMahan Construction Co. Inc. is or has been under litigation or dispute resolution procedure with any governmental agency within the past 5 years.

Ft. Florida Road Water Main Extension (Bid No 07-15)

Per section 00200 "Instructions to Bidders", all of the information indicated to be submitted as indicated above shall be provided within 7 calendar days.

Should you have any questions relating to any of these matters, please do not hesitate to call.

Sincerely,
CPH, Inc.

A handwritten signature in black ink, appearing to be 'Jeremiah Owens', written over a horizontal line.

Jeremiah Owens, P.E.
Vice President / Associate

Cc: Rocco Nasso

SECTION 00520

AGREEMENT FORM

PART 1 GENERAL

1.01 THIS AGREEMENT, made and entered into the 20 day of October, 2015 by and between the City of DeBary, Florida, 16 Colomba Road, DeBary, Florida 32713, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" (also referred to as "OWNER") and McMahan Construction Co. Inc. whose principal and local address is 123 E Indiana Ave Deland, FL 32724 hereinafter referred to as to as the "CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

1.02 The Owner and Contractor Agree as Follows:

A. Contract Documents

The Contract Documents include the Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid, Notice to Proceed, the Bonds, the General Conditions, the Supplementary Conditions, the Specifications listed in the Index to the Project Manual, any technical specifications as incorporated by the Project Manual; the Drawings as listed in the Project Manual, all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of this Agreement. These Contract Documents form the entirety of the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

B. Scope of Work

The Contractor shall perform all work required by the Contract Documents for the construction of the City of DeBary Ft Florida Water Main Extension (BID 07-15) (hereinafter "Project").

C. Contract Time

The Contractor shall begin work after the issuance of a written Notice to Proceed from Owner and shall substantially complete the work within the Contract Time identified in Paragraphs 1.02.C.5 of the Bid Form, which is 180 calendar days. The work shall be finally complete, ready for Final Payment in accordance with the General Conditions, within 30 calendar days from the actual date of substantial completion.

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D. Liquidated Damages

The Contractor agrees that for each calendar day, with the exception of Sundays and legal holidays, that if the project is not substantially completed by the date provided for substantial completion, or if any work remains incomplete after the date on which the Project is to be finally complete, the Contractor shall be liable for and shall pay to the City the sum of **\$884 (Eight Hundred Eight Four Dollars)** per day as liquidated damages (not as a penalty), and such shall be deducted from the Contract Sum and monies due the Contractor. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the City by the Contractor or his/her Surety. When City reasonably believes that Substantial Completion or Final Completion will be inexcusably delayed, City shall be entitled, but not required, to withhold from any amounts otherwise due to Contractor an amount then believed by City to be adequate to recover liquidated damages applicable to such delays. The City's exercise of the right to terminate shall not release the Contractor from the obligation to pay said liquidated damages. The liquidated damages provided in this Section shall apply even if Contractor's work is terminated, or if the Contractor has abandoned the Work. Liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defaults in Contractor's performance hereunder for matters other than delays in completion of the Work.

E. Contract Price

Lump Sum Contract

The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order and subject to the Measurement and Payment Provisions, and subject to actual constructed quantities; the Total Contract Price of **Five Hundred Forty Two Thousand Eight Hundred Thirty Eight Dollars No Cents. (\$542,838.00)**. Payments will be made to the Contractor on the basis of the Lump Sum Price included as a part of his Bid, which shall be as fully a part of the Contract as if attached or repeated herein.

F. City of DeBary Tax Recovery

The CONTRACTOR shall cooperate with the CITY in the implementation of the CITY's tax recovery program and, to that end, the CITY may make purchases directly under its purchase order processes relative to various materials, supplies and equipment that may be part of the services provided under this Agreement. The CONTRACTOR hereby recognizes the right of the CITY to engage in tax recovery/savings through direct purchases.

G. Payments

The Owner shall make payments as provided in the General Conditions and Supplementary Conditions and as may be required by Part VII, Chapter 218, Fla.

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Stat. Should any of the mandatory provisions of Part VII, Chapter 218, Fla. Stat., conflict with this Agreement, including the Contract Documents, such mandatory provisions shall control to the extent such conflict exists.

H. Retainage

In accordance with the provisions of the State of Florida Local Government Prompt Payment Act, Part VII, Chapter 218, Fla. Stat., the value of each application for payment shall be equal to the total value of the Work performed to date, less an amount retained, and less payments previously made and amounts withheld in accordance with the General Conditions, this Agreement, and Supplementary Conditions. Retainage for this project is 10%, to be held by Owner as collateral security to ensure completion of Work. When the Work is 50 percent complete, defined as being 50 percent complete based on the construction progress schedule as updated during construction, and expenditure of at least 50 percent of the total updated construction cost, retainage shall be reduced in accordance with State law.

I. Engineer

The Project has been designed by CPH Engineers, Inc., referred to in the documents as the Engineer, whose authority during the progress of construction is defined in the General Conditions and Supplementary Conditions.

J. Additional Terms and Conditions

1. The CONTRACTOR hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality goods and/or services to the CITY by means of ensuring that its employees and subcontractors are qualified, neat in appearance, and of polite demeanor.
2. All submissions submitted by the CONTRACTOR in the proposal/bid submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein.
3. The CONTRACTOR acknowledges that the CITY may retain other goods and/or service providers to provide the same goods and/or services for CITY projects. The CONTRACTOR acknowledges that the CITY, at the CITY's option, may request proposals from the CONTRACTOR and the other goods and/or service providers for CITY projects. The CITY reserves the right to select which goods and/or services provider shall provide goods and/or services for the CITY's projects.
4. The CONTRACTOR agrees to provide and ensure coordination between and among its providers of goods/services.
5. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal

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authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/it is authorized to bind the CONTRACTOR fully to the terms of this Agreement.

6. The CONTRACTOR hereby guarantees the CITY that all materials, supplies, services and equipment as listed on a Purchase Order meet the requirements, specifications and standards as provided for under the *Federal Occupations Safety and Health Act of 1970*, as amended from time to time and in effect on the date hereof.
7. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, subcontractors, sub-subcontractors and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.
8. Persons employed by the CONTRACTOR in the provision and performance of the goods and/or services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.
9. No claim for goods and/or services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the CITY.
10. Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the goods and/or services to be provided and/or performed and with local conditions. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over this Project.
11. Quality, Professional Standards, and Security Requirements
 - a. Under this paragraph 11, the term "CONTRACTOR'S employees" shall include CONTRACTOR'S agents, employees and SUBCONTRACTORS' extending to SUBCONTRACTORS' contractors, agents and employees.

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- b. The CONTRACTOR shall be responsible for compliance with the terms and conditions of this agreement, including those terms pertaining to the quality of services, technical specifications, conduct and demeanor of CONTRACTOR's employees, safety standards, and compliance with all applicable regulations, ordinances, and laws. All CONTRACTOR's employees, when present on City property or work sites, must, in a conspicuous manner, wear identification badges at all times, which badges, at a minimum, provide the name of the employee and the CONTRACTOR (or subcontractor) for whom he/she is working.
 - c. The CITY reserves the right to require the CONTRACTOR to provide the CITY with a list of employees currently working on the project. Such list shall be furnished within forty-eight hours of the CITY's submittal of a written request for such information and, unless otherwise noted by the City, shall be accompanied by a schedule of employee working days, times, and assignments.
 - d. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the goods and/or services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of the services rendered pursuant to this Agreement, including but not limited to the following: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature. The CONTRACTOR's submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto to the extent such submissions do not conflict with or contradict the terms of this document or are otherwise affirmatively acknowledged, approved, and ratified by the CITY as an express exception to this document in writing.
12. Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR's negligent or improper performance or failure to perform or provide any of the goods and/or services furnished under this Agreement.

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13. The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.
14. Time is of the essence in the performance of all goods and/or services provided by the CONTRACTOR under the terms of this Agreement.
15. Invoices, which are in an acceptable form to the CITY and without disputable items, shall be processed by the City's agent within twenty-five (25) days in accordance with applicable provisions of the Local Government Prompt Payment Act as set forth in Part VII, of Chapter 218, Florida Statutes.
16. Within twenty (20) business days after the date an invoice is stamped received in accordance with § 218.74(1), Fla. Stat., the CITY shall notify the CONTRACTOR in writing of any deficiencies in the invoice. Such notice shall further specify the deficiency or deficiencies in the invoice and state the requested action(s) that the CONTRACTOR must undertake to correct the invoice as required by § 218.735(2), Fla. Stat. (2009).
17. The CITY and the CONTRACTOR shall make every effort to resolve all disputed items contained in the CONTRACTOR's invoices in accordance with those dispute resolution procedures provided for in § 218.76(2), Fla. Stat., (2009).
18. Each invoice shall reference this Agreement, state the appropriate billing period, and provide an itemized accounting of all services, costs, charges, fees, and credits.
19. The *Florida Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed the goods and/or services referenced in an invoice.
20. Invoices are to be forwarded directly the City's designated CEI representative, as identified at the preconstruction meeting, for review and processing. Such CEI representative is hereby designated the City's agent for the purposes of receiving, processing, and approving invoices in accordance with § 218.735(1)(a), Fla. Stat., (2009).
21. CITY designates the City Manager or his/her designated representative, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement unless otherwise specified herein.
22. The City Manager, or his/her designated representative, shall have the following responsibilities:
 - a. Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

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- b. Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;
 - c. Giving prompt written notice to the CONTRACTOR whenever the CITY's official representative knows of a defect or change necessary in the project; and
 - d. Coordinating and managing the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.
23. Until further notice from the City Manager, the designated representative for this Agreement is the City Manager or his/her designee.
24. The performance of work pursuant to this Agreement may be terminated by the City in accordance with this clause in whole, or from time to time in part, for convenience or cause whenever the City shall determine that such determination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
25. After receipt of a Notice of Termination, and except as otherwise directed by the City, the Contractor shall:
- (A) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
 - (B) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated;
 - (C) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
 - (D) Assign to the City in the manner and at the times and to the extent directed by the City, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - (E) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval and ratification of the City, to the extent the City may require, which approval or ratification shall be final for all the purposes of this clause;

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- (F) Transfer title and deliver to the City, in the manner and at the times and to the extent, if any directed by the City:
 - (i) The fabricated or non-fabricated parts, components of work in process, completed work, supplies, equipment and other material produced as a part of, or acquired in connection with the performance of the work terminated by the Notice of Termination; and
 - (ii) The completed or partially completed "as built" drawings, information, and other property, which, if the Contract had been completed, would have been required to be furnished to the City if required.
 - (G) Complete performance of such part of the Contract as was not terminated by the Notice of Termination.
26. In the event of a breach of this Agreement, the CITY's designated representative may, at the CITY's discretion, send a letter to the CONTRACTOR notifying the CONTRACTOR of the breach and requesting that the CONTRACTOR show cause as to why the CITY should not terminate the Agreement. If the CONTRACTOR fails to provide the City with satisfactory assurance that the CONTRACTOR will undertake appropriate corrective measures within a reasonable time, the CITY may deem the CONTRACTOR to be in default and immediately terminate this Agreement. In no event shall this paragraph be construed as precluding or otherwise preventing the CITY from terminating the Agreement for convenience or cause as otherwise provided for in this Agreement.
27. In the event that this Agreement is terminated for cause, breach of the Contract Documents, or failure to perform pursuant to the Contract Documents, and it is later determined that such cause does not or did not exist, then this Agreement or the Purchase/Work Order shall be deemed terminated for convenience by the CITY, and the CITY shall retain the right to so terminate this Agreement without any recourse by the CONTRACTOR.
28. The CONTRACTOR may terminate this Agreement only if the CITY fails to pay the CONTRACTOR in accordance with this Agreement.
29. If the Contract is terminated, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the Agreement and approved by Owner. There shall be deducted from such sums the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner

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for any additional compensation or damages in the event of such termination and payment.

30. The performance or provision of the CONTRACTOR's goods and/or services under this Agreement may be suspended by the CITY at any time, if deemed in the best interests of the CITY.
31. In the event the CITY suspends the performance or provision of the CONTRACTOR services hereunder, the CITY shall so notify the CONTRACTOR in writing via U.S. Certified Mail, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONTRACTOR within thirty (30) days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of goods and/or services unless and until the CITY's designated representative notifies the CONTRACTOR in writing that the provision of the goods and/or services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.
32. Upon receipt of written notice from the CITY that the CONTRACTOR's provision of goods and/or services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.
33. The CONTRACTOR agrees that it shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.
34. Indemnity and Insurance
 - (A) To the extent permitted by applicable law, the CONTRACTOR shall indemnify, hold harmless and defend the CITY and its officers or employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement, including the CONTRACTOR's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees, and the officers, directors,

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agents or employees of the CONTRACTOR. Such indemnification shall be limited to \$1 million per occurrence, both the CITY and the CONTRACTOR agreeing that such amount bears a reasonable commercial relationship to this Agreement and the Project contemplated herein. The limitations imposed by this indemnification provision shall apply to all other indemnification provisions contained in this Agreement.

- (B) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.
 - (C) In claims against any person or entity, indemnification under this Section by an employee of the CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.
 - (D) The execution of this Agreement by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision of this Agreement; however, such indemnification shall not relieve the CONTRACTOR of its obligation and duty to comply with the provisions of this Agreement relating to insurance coverage.
 - (E) The CONTRACTOR shall submit a report to the CITY within twenty-four (24) hours of the date of any incident resulting in damage or which is reasonably likely to result in a claim of damage.
35. The CONTRACTOR shall obtain or possess and continuously maintain the insurance coverage as set forth and required in the bid documents.
36. All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONTRACTOR shall specifically include the CITY as an additional insured.
37. The CONTRACTOR shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Purchase/Work Order under this Agreement from the CITY. These Certificates of Insurance shall become part of this Agreement. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including the CONTRACTOR's indemnification of the CITY under this

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Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company: (1) loses its Certificate of Authority, (2) no longer complies with Section 440.57, *Florida Statutes*, or (3) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company, which meets the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with insurance acceptable to the CITY, the CONTRACTOR shall be deemed to be in default of this Agreement.

38. The insurance coverage shall contain a provision requiring that prior to any changes in the coverage, except increases in aggregate coverage, thirty (30) days prior notice will be given to the CITY by submission of a new Certificate of Insurance.
39. The CONTRACTOR shall furnish Certificates of Insurance directly to the CITY's Designated Representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by this Agreement.
40. Nothing in this Agreement or any action relating to this Agreement shall be construed as the CITY's waiver of sovereign immunity beyond the limits set forth in Section 768.28, *Florida Statutes*.
41. The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONTRACTOR. There are no third party beneficiaries to this Agreement.
42. The CONTRACTOR is an independent contractor and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Agreement.
43. All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.
44. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a *bona fide* employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.
45. The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this

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- Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.
46. The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered justification for immediate termination of this Agreement.
 47. The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational and/or business license taxes.
 48. If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct while performing or failing to perform any assignment or work under this Agreement, the CITY shall so notify the CONTRACTOR, in writing. If requested by the City, the CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment or work and preclude such employee or representative from further involvement or engagement in the Project.
 49. The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY. All requests any such information or documents shall be immediately forwarded to the CITY, which shall then coordinate with the CONTRACTOR to timely produce or withhold any such records in accordance with applicable law.
 50. The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this Agreement and removal from this Project.
 51. If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the CITY. The CONTRACTOR shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.
 52. The CITY reserves the right to unilaterally terminate this Agreement if the CONTRACTOR refuses the CITY access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and other applicable law, and made or received by the

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CONTRACTOR in conjunction, in any way, with this Agreement. The CONTRACTOR acknowledges and agrees that the CITY is a public entity that is subject to Florida's public records laws and as such, documents in CONTRACTOR's control and possession (including subcontractors) relating to the Project and Work performed for the CITY are subject to inspection pursuant to Chapter 119, Florida Statutes, unless such documents are otherwise exempt, excepted, or do not meet the definition of a public record by applicable law. It is hereby specifically agreed that any record, document, computerized information and program, e-mail, electronic file, memo, drawing, audio or video tape, photograph, or other writing of the CONTRACTOR and its employees, sub-contractors and associates related, directly or indirectly, to this Contract, are likely considered to be Public Records whether in the possession or control of the CITY or the CONTRACTOR (including sub-contractors), unless an exemption or exception under applicable law applies. Such records, documents, computerized information and programs, e-mails, electronic files, memos, drawings, audio or video tapes, photographs, or other writings of the CONTRACTOR are subject to the provisions of Chapter 119, Florida Statutes and applicable retention schedules, and may not be destroyed without the specific written approval of the CITY's City Clerk. While in the possession and control of the CONTRACTOR, all public records shall be secured, maintained, preserved, and retained in the manner specified pursuant to the Public Records Law. Upon request by the CITY, the CONTRACTOR shall, within three (3) business days, supply copies of said public records to the CITY. All books, cards, registers, receipts, documents, and other papers in connection with this Contract shall, at any and all reasonable times during the normal working hours of the CONTRACTOR, be open and freely exhibited to the CITY for the purpose of examination and/or audit. Since the CITY's documents are of utmost importance to the conduct of CITY business and because of the legal obligations imposed upon the CITY and CONTRACTOR by the Public Records Law, CONTRACTOR agrees that it shall, under no circumstances, withhold possession of any public records, including originals, copies or electronic images thereof when such are requested by the CITY, regardless of any contractual or other dispute that may arise between CONTRACTOR and the CITY. Upon termination of this Contract, termination of CONTRACTOR's work under this Contract, or Acceptance of the Work by the CITY, whichever occurs first, the CONTRACTOR shall, at CONTRACTOR's expense, turnover the original or copy of all public records in CONTRACTOR's (including sub-consultants) control and possession to the CITY, except as otherwise directed by the CITY. The Indemnification provisions of this Agreement shall extend to any liability the CITY, including its officials, officers, employees, and agents, may incur as a result of the CONTRACTOR's (including persons employed or utilized by the CONTRACTOR in the performance of this Agreement, including but not limited to the CONTRACTOR's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees, and the officers, directors, agents or employees of the CONTRACTOR)

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withholding, destruction, or alteration of any such documents, papers, letters, or materials. This paragraph shall survive expiration and termination of this Agreement.

53. The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act (ADA)*, and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.
54. The CITY shall not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationally Act (INA)*. The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this Agreement by the CITY.
55. The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the CITY. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.
56. The CONTRACTOR shall ensure that all goods and/or services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.
57. If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.
58. The CONTRACTOR shall advise the CITY in writing if the CONTRACTOR has been placed on a discriminatory vendor list, which list precludes the CONTRACTOR from submitting a bid on a contract to provide goods or services to or transacting business with a public entity.
59. During the course of this Agreement, the CONTRACTOR shall not engage in any activities that would create a conflict of interest with the CITY or violate or cause others to violate Part III, Chapter 112, Florida Statutes, relating to ethics in government.
60. The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost

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data shall be maintained in accordance with generally accepted accounting principles and preserved and stored pursuant to applicable Florida Public Records laws and retention policies.

61. The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Purchase/Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which goods and/or services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.
62. In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States, Chief Financial Officer of the State of Florida, or the County of Volusia, or any representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR that are related to the goods and/or services provided or performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
63. In the event that an audit or inspection reveals any overpayment by the CITY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) days of the discovery of such overpayment.
64. The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention periods prescribed herein and by Florida law and administrative codes, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. To the extent permitted by law, the Indemnification provisions of this Agreement shall extend to any liability the CITY, including its officials, officers, employees, or agents, may incur or have imposed upon it as a result of the CONTRACTOR's (including persons employed or utilized by the CONTRACTOR in the performance of this Agreement, including but not limited to the CONTRACTOR's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees, and the officers, directors, agents or employees of the CONTRACTOR) withholding, destruction, or alteration of any such records.
65. The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without

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written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

66. Any CONTRACTOR proposed subcontractors shall be submitted to the CITY for written approval prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational and/or business license tax proof of payment, and insurance certifications.
67. The CONTRACTOR shall coordinate the provision of goods and/or services and work product of any CITY approved subcontractors, and remain fully responsible for such goods and/or services and work under the terms of this Agreement.
68. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractor to assume performance of the CONTRACTOR's duties commensurately with the CONTRACTOR's duties to the CITY under this Agreement, it being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its duties under this Agreement. The CONTRACTOR shall provide the CITY with executed copies of all subcontracts.
69. The CONTRACTOR shall reasonably cooperate at all times with the CITY and other CITY contractors and professionals.
70. This Agreement is to be governed by the laws of the State of Florida.
71. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.
72. This Agreement is the result of *bona fide* arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.
73. "Force Majeure" refers to any unforeseeable event, including, but not limited to, wars or natural disasters, the occurrence and effect of which is unavoidable and insurmountable. Economic burden, unprofitability, or other issues commonly associated with the conduct of business shall be deemed foreseeable events and shall not constitute a Force Majeure for the purposes of this Agreement.
 - A. Should a Party, due to the occurrence of Force Majeure, fail to perform this Agreement in full or in part, such Party shall be exempted and excused from those responsibilities and obligations to the extent that such responsibilities and obligations are proximately caused by such Force Majeure.

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- B. Should a Party fail to perform on time its duties or obligations under this Agreement and subsequently Force Majeure were to occur, such Party shall not be exempted from any of its liabilities hereunder as a result of its failure to perform such duties or obligations.
 - C. Should a Party be unable to perform this Agreement as a result of Force Majeure, it shall immediately inform the other Party of the situation and the reason(s) for the nonperformance, so as to minimize any losses incurred by the other Party as a consequence thereof. Such notification shall be in the form of a sworn affidavit from a principal of the Party claiming the existence of a Force Majeure event and shall fully set forth the details of the event as well as the direct effect of such upon the ability or capacity of the Party to render its Services pursuant to this Contract or Services Authorization. If feasible and in the best interests of the CITY, the Parties may agree to amend in writing the schedules for any work authorized to accommodate the situation; however, should a Force Majeure event preclude the CONTRACTOR from timely completing the Project for the CITY, the CITY may terminate this Agreement and reassign the Project to another CONTRACTOR for completion at no risk or liability to the City.
 - D. This paragraph shall not be construed to prohibit or otherwise preclude the CITY from terminating this Agreement for convenience as contemplated in this Agreement.
74. This Agreement, together with the exhibit(s), if any, and Contract Documents, constitutes the entire integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto and Contract Documents, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.
75. This Agreement may only be amended, supplemented or modified by a formal written amendment agreed to by both parties.
76. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties unless otherwise permitted or required by this Agreement.
77. Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice

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or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

78. The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.
79. In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the *ad valorem* taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.
80. The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.
81. Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits, Contract Documents, and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.
82. The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.
83. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.
84. **No Liens.** CONTRACTOR acknowledges and agrees that the CITY is a Florida municipality, and as such, the CITY's property, the Work and the Project involved are not subject to construction liens pursuant to Chapter 713, Florida Statutes, or any other liens. CONTRACTOR and its sub-contractors, materialmen and laborers shall not file or record claims of lien or any other liens against the Work, the Project or any property owned by the CITY. To the extent permitted by law and this Agreement, CONTRACTOR hereby agrees to indemnify, defend and hold the CITY harmless from all liens filed by CONTRACTOR and its sub-contractors,

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materialmen and laborers and all other claiming through CONTRACTOR against the Project, Work and any property owned by the CITY, including for the CITY's attorneys' fees and costs (including for pre-suit, trial and appellate level expenses). All subcontractors, materialmen, laborers, vendors and all others claiming by and through CONTRACTOR shall look exclusively to the payment bond posted in accordance with Section 255.05, Florida Statutes, if not properly paid.

If a Notice of Commencement is executed and recorded for the Project, the Project's Payment Bond shall be attached to the Notice of Commencement and the following statement shall be added to the Notice of Commencement:

"This is a public construction project of the City of DeBary, a Florida municipality and as such the public property and the project involved is not subject to construction liens pursuant to Chapter 713, Florida Statutes or any other liens. No liens shall be filed against the Project or any property of the City of DeBary. All subcontractors, materialmen, laborers, vendors and all others claiming by and through Contractor shall look to the payment bond posted in accordance with Section 255.05, Florida Statutes and attached hereto for payment, if not properly paid."

85. All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof. To the extent that any conflict arises or exists between this executed document and any of the other Contract Documents, including the General Conditions and Supplemental Conditions and any other Exhibits attached hereto, this document shall control to the extent that such conflict exists.
86. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR:

McMahan Construction, Inc.

Name of Firm

By (Signature)

(SEAL)

Printed Name and Title

ATTEST:

By (Signature)

Printed Name and Title

OWNER:

City of DeBary

Name of Owner

By (Signature)

(SEAL)

- Mayor

Printed Name and Title

ATTEST:

By (Signature)

Stacey Tebo, City Clerk

Printed Name and Title

END OF SECTION

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McMahan Construction Co., Inc.

Experience

McMahan Construction Co., Inc. is widely recognized as one of the strongest general contractors in Volusia County. Founded in 1966, McMahan Construction has been located in DeLand since its inception. The company is located in the heart of the DeLand central business district at 123 East Indiana Avenue. McMahan Construction Co., Inc. has served as the general contractor for a vast array of government projects as well as private sector projects.

Robert Kellogg is the President and Chief Executive Officer, as well as the sole principal, of McMahan Construction Co., Inc. He has over 43 years of experience and has performed construction services throughout the state of Florida for commercial, municipal, and federal construction projects including: water and wastewater treatment facilities, underground utility work, banks, HUD renovations and sports buildings. He has been involved in joint-venture projects, design/build projects, negotiated ventures and competitive bid work for public projects as well as private enterprises. Mr. Kellogg has extensive experience in all aspects of construction including project management, scheduling, estimating, subcontract management and logistics control, among many other duties. He has served as construction manager and principal for projects ranging from \$1-million to over \$10-million. Mr. Kellogg received his Bachelor's Degree in Mechanical Engineering from Grove City College.

An excellent management staff joins Mr. Kellogg. It includes Executive Vice President John E. Justus, Jr., manager of the Plant Division, with the company since 1987 and Vice President Dean Kellogg, manager of the Pipe Division, with the company since 2003.

Professional Experience:

- 1986 – Present *President & Chief Executive Officer, McMahan Construction Co., Inc., of DeLand, Florida, a company specializing in the construction of water treatment, wastewater, and reuse treatment facilities throughout the State of Florida, as well as underground utility work and commercial construction in the Central Florida area. The company has performed joint-venture projects, design/build projects, negotiated ventures and bid work of municipalities, federal agencies and private enterprises.*
- 1980 – 1986 *Vice President & Secretary, McMahan Construction Co., Inc.*
- 1974 – 1980 *Project Manager & Materials Purchaser, McMahan Construction Co., Inc.*
- 1971 – 1973 *Project Estimator, McMahan Construction Co., Inc.*
- 1971 *Estimator Trainee, Central Florida Underground of Winter Park, FL*
-

License:

- 1974 – Present State of Florida Certified General Contractor
License No. CG-C010240
-

Education:

- 1971 Grove City College
Grove City, PA
Bachelor of Science Degree in Mechanical Engineering.
-

Projects have included:

- **2013, Eustis Reclaimed Water Storage & Pumping Improvements – Eustis, FL;** Owner: City of Eustis; Engineer: CPH Engineers, Inc.; Contract Amount: \$1,987,000.00
- **2011, Volusia County Fairgrounds Storage Tank & Pump Station – DeLand, FL;** Owner: City of DeLand; Engineer: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$1,036,000.00
- **2009, Tavares Capital Water System Improvements – Tavares, FL;** Owner: City of Tavares; Engineer: BESH, Inc.; Contract Amount: \$2,305,000.00
- **2008, Third Avenue Water Storage Tank and Pump Station – New Smyrna Beach, FL;** Owner: Utilities Commission, City of New Smyrna Beach; Engineer: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$1,327,000.00
- **2006, Ormond Beach Filter Project – Ormond Beach, FL;** Owner: City of Ormond Beach; Engineer: CPH Engineers, Inc.; Contract Amount: \$3,250,000.00
- **2005, SW Regional GST & CL2 Conversion – DeBary, FL;** Owner: County of Volusia; Engineer: Quentin L. Hampton & Associates; Contract Amount: \$1,998,592.00

Professional Experience:

- 2008 *Vice President & 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 include estimation, jobsite management, budget controls, project completion from start to finish, and contract scheduling.
-

License:

- 2008 State of Florida Certified General Contractor
-

Education:

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

Projects have included:

- **2013, S. Peninsula 2" Water Main – Ormond Beach, FL;** Owner: City of Ormond Beach; Architect: Quentin L. Hampton & Associates, Inc.; Contract Amount \$1,118,114.00
- **2013, Tivoli / Wheeling Pump Station – Deltona, FL;** Owner: City of Deltona; Architect: Baskerville Donovan, Inc.; Contract Amount: \$578,200.00
- **2012, 2012 Lift Station & Force Main Improvements – DeLand, FL;** Owner: City of DeLand; Architect: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$669,520.00
- **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
- **2007, DeLand Public Works Building – DeLand, FL;** Owner: City of DeLand; Architect: CPH Engineers, Inc.; Contract Amount: \$1,150,000.00

Work Experience:

- 2004 – Present *Project Coordinator for Water and Wastewater Division, McMahan Construction Co., Inc., DeLand*
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 *Superintendent, McMahan Construction Co., Inc., DeLand*
Jobsite management, scheduling and quality control.
- 1992 – 1997 *Foreman, McMahan Construction Co., Inc., DeLand*
Supervision of water and wastewater crew.
- 1985 – 1992 *Equipment Operator, McMahan Construction Co., Inc., DeLand*
- 1983 – 1985 *Driver, McMahan Construction Co., Inc., DeLand*
-

Licenses and Certifications:

- First Aid Certification
 - CPR Certification
 - Confined Space Entry Certification
 - FMOT Work Zone Level III Certification
 - Hazard Communication Training Certification
-

Projects have included:

- Ormond Beach Filter Project – City of Ormond Beach
- Courtland Site 11 Improvements – City of Deltona
- Southwest Regional Ground Storage Tank & CL2 Conversion – Volusia County
- DeLand Central City Well – City of DeLand
- Deltona Well #38 – City of Deltona
- Greenwood Lakes Chemical Feed System – Seminole County
- Halifax Plantation Water Plant – Volusia County
- Tavares Water Plant #1 – City of Tavares

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-C057.09
- 1997 – Present State of Florida Certified General Contractor
License No. CG-C059437
-

Education:

- 1998 University of Central Florida
Orlando, FL
Masters 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:

- **2014, Southwest WRF Filter Replacement – DeBary, FL;** Owner: County of Volusia; Engineer: CPH Engineers, Inc.; Contract Amount: \$1,017,000.
- **2013, Bunnell Aerator, Well #9 & Ground Storage Tank – Bunnell, FL;** Owner: City of Bunnell; Engineer: McKim & Creed Engineers, Inc.; Contract Amount: \$869,000.
- **2012, Port Orange Clarifier Improvements – Port Orange, FL;** Owner: City of Port Orange; Engineer: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$822,811.
- **2011, Titusville Well Drilling & Outfitting – Titusville, FL;** Owner: City of Titusville; Engineer: CPH Engineers, Inc.; Contract Amount: \$1,498,740.
- **2010, Southwest WRF Improvements – DeBary, FL;** Owner: County of Volusia; Engineer: CPH Engineers, Inc.; Contract Amount: \$9,374,120.



McMahan Construction Co., Inc.

ROBERT KELLOGG, *President*
#CGC010240

DEAN KELLOGG
Vice President

JOHN JUSTUS, JR., *Exec. Vice President*
CGC059437 and CUC057309

LISA A. DEAN
Corporate Secretary
Secretary-Treasurer

October 15, 2015

City of DeBary – Ft. Florida Road Water Project
Bid No. 07-15

REFERENCES

City of Ormond Beach
22 South Beach Street
Suite 104
Ormond Beach, FL 32174
John Noble, City Engineer
(386) 676-3269

Volusia County
123 West Indiana Avenue
DeLand, FL 32720
Scott Mays, P.E.
(386) 740-5813

City of DeLand
1102 South Garfield Avenue
DeLand, FL 32724
Keith Riger, P.E.
(386) 626-7197

McMAHAN CONSTRUCTION CO., INC.
RECENT CONTRACT HISTORY
 Utilities Division

Year	Job #	Name/Description	Contract Amount	Owner	Contact/Phone #	Engineer	Contact/Phone #
2008	2129	Westside Force Main Part "B" & Alternate	\$ 1,468,950.00	City of Deland	Keith Riger (386) 626-7197	Quantin L. Hampton & Associates, Inc. Brad Blais (386) 761-6810	
2008	2130	North Access Road Utilities	\$ 657,100.00	City of Deland	Keith Riger (386) 626-7197	Boyle Engineering Corp. Chad Setzer (407) 425-1100	
2008	2131	Westside Force Main Part "C" Brandy Trails Lift Station	\$ 441,500.00	City of Deland	Keith Riger (386) 626-7197	Quantin L. Hampton & Associates, Inc. Brad Blais (386) 761-6810	
2009	2132	Deland Crystal Cove	\$ 124,307.00	City of Deland	Keith Riger (386) 626-7197	CPH Engineers, Inc. Rocco Nasso (407) 322-6841	
2009	2133	Vicksburg Well W/M Extension	\$ 193,174.00	City of Deltona	Gerald Chancellor (386) 878-8998	Quantin L. Hampton & Associates, Inc. Brad Blais (386) 761-6810	
2010	2135	Edgewater New Water Supply Wells	\$ 899,950.00	City of Edgewater	Brenda L. Dewees (386) 424-2476	Quantin L. Hampton & Associates, Inc. Brad Blais (386) 761-6810	
2010	2136	Flagler Beach 16" W/M React	\$ 53,900.00	City of Flagler Beach	Robert Smith (386) 517-2000, x 243	Quantin L. Hampton & Associates, Inc. Brad Blais (386) 761-6810	
2010	2137	Chuluota 8" Raw W/M & 6" Reuse Main	\$ 298,555.00	Aqua Utilities Florida	Tricia Williams (352) 266-0608	BESH, Inc. Rob Em (352) 343-8481	
2010	2138	Holly Hill Lift Station #14 Rehabilitation	\$ 100,687.00	City of Holly Hill	Robert Kasprack (386) 248-9463	Quantin L. Hampton & Associates, Inc. Brad Blais (386) 761-6810	
2011	2139	Veterans Memorial Parkway to Kentucky Avenue Reclaimed W/M	\$ 435,870.00	Volusia County	Scott Mays (386) 740-5813	Quantin L. Hampton & Associates, Inc. Brad Blais (386) 761-6810	
2011	2140	Holly Hill CRA District Water Systems Improvements	\$ 302,220.00	City of Holly Hill	Robert Kasprack (386) 248-9463	Quantin L. Hampton & Associates, Inc. Brad Blais (386) 761-6810	
2011	2141	Jackson Street Water Main Upsize	\$ 65,910.00	City of Daytona Beach	Frank Van Pelt (386) 671-8813	City of Daytona Beach Frank Van Pelt (386) 671-8813	
2011	2142	Meadowlea on the River Utility System Improvements, Phase 3	\$ 119,365.00	Volusia County	Scott Mays (386) 740-5813	CPH Engineers, Inc. Steve Romano (407) 322-6841	
2011	2143	Norwood Pump Station	\$ 159,380.00	City of Deltona	Brian Boehs (386) 878-8955	Baskerville Donovan, Inc. Stephen Burwinkel (321) 254-3663	
2012	2145	Umatilla Airport Water Main Extension	\$ 236,728.00	City of Umatilla	Glenn Irtzy (352) 669-3125	Wicks Consulting Services, Inc. Dan Hayes, P.E. (352) 343-8667	
2012	2146	Lake Tiwoli Pump Station & Force Main	\$ 142,960.00	City of Deltona	Brian Boehs (386) 878-8955	Baskerville Donovan, Inc. Stephen Burwinkel (321) 254-3663	
2012	2147	2012 LS & FM Improvements Deland	\$ 669,520.00	City of Deland	Keith Riger (386) 626-7197	Quantin L. Hampton & Associates, Inc. Brad Blais (386) 761-6810	
2012	2148	Airport Force Main Deland	\$ 231,000.00	City of Deland	Keith Riger (386) 626-7197	Aecom Chad Setzer (407) 843-6552	

McMAHAN CONSTRUCTION CO., INC.
RECENT CONTRACT HISTORY
Utilities Division

Year	Job #	Name/Description	Contract Amount	Owner	Contact/Phone #	Engineer	Contact/Phone #
2013	2149	Tivoli/Wheeling Pump Station	\$ 578,200.00	City of Deltona	Brian Bochs (386) 878-8955	Baskerville Donovan, Inc.	(321) 254-3663
2013	2150	S. Peninsula 2" Water Main - Ormond	\$ 1,118,114.00	City of Ormond Beach	John Noble (386) 676-3269	Quentin L. Hampton & Associates, Inc.	Brad Blaise, P.E. (386) 761-6810
2014	2151	C.D.B.G. Hydrant Replacement	\$ 84,150.00	City of Holly Hill	Mark Juliano (386) 248-9463	Quentin L. Hampton & Associates, Inc.	Andrew Giannini (386) 761-6810
2014	2152	Clermont Potable Interconnect	\$ 361,000.00	City of Clermont	Bob Reed (352) 241-0178	CPH Engineers, Inc.	Roberto Gonzalez, P.E. (407) 322-6841
2014	2153	Shell Rd. Reclaim - DeBary	\$ 706,875.00	Volusia County	Scott Mays (386) 740-5813	Quentin L. Hampton & Associates, Inc.	Kevin Lee, P.E. (386) 761-6810
2014	2154	N. Peninsula FM Ext., LS Install. & W/WTP Abandonment - Ormond	\$ 1,208,800.00	Volusia County	Scott Mays (386) 943-7027	Quentin L. Hampton & Associates, Inc.	Kevin Lee, P.E. (386) 761-6810
2014	2155	Central Wellfield Task "B" - Topside Outfitting New Smyrna Beach	\$ 856,600.00	Utilities Commission New Smyrna Beach	Derek Wainscott, Eng. Manager (386) 424-3019	Environmental Consulting & Technology, Inc.	Steve Danskine, P.E. (386) 427-0694
2014	2156	Hazen Rd. Lift Station & Potable WM Ext.	\$ 519,500.00	City of Deland	Keith Rieger, P.E. (386) 626-7197	Quentin L. Hampton & Associates, Inc.	Brad Blais, P.E. (386) 761-6810
2015	2157	Howry & Osceola Drainage Imp. - Deland	\$ 100,755.00	City of Deland	Keith Rieger, P.E. (386) 626-7197	City of Deland Engineering Dept.	Keith Rieger, P.E. (386) 626-7197
2015	2158	Sperting Sports Complex Reclaim - Deland	\$ 426,100.00	City of Deland	Keith Rieger, P.E. (386) 626-7197	Quentin L. Hampton & Associates, Inc.	Brad Blais, P.E. (386) 761-7197
2015	2159	Fl. Florida Road Water Main Extension - DeBary	\$ 487,955.00	City of DeBary		CPH Engineers, Inc.	

LAST UPDATE: 10/13/2015

McMahan Construction Co., Inc.
Vehicle & Equipment Listing
FYE 10-31-15

Pg 3 of 3

B & E #	C-S #	MCCO Eq. #	YEAR	DESCRIPTION	ID#	Estimated Value 11/1/2014	TAG NUMBER	EXPIRES	COLOR	GVW's	Date Purchased	NOTES:
				Balance forward		603,196.00						
				MISC. EQUIPMENT								
E-7	1-219	700		Large Smith Compressor		1,200						
	1-208			Small Speed Compressor 5 hp (mounted in Warehouse)		300						
				Lincoln Welder	A752613	1,000						
E-4	1-128	800		3" Hydraulic Submersible Pump		2,000						
	1-196			6" Hydraulic Submersible Pump		10,000						
E-5	1-193	801		REPAIRS TO 6" Hydraulic pump		9,143.50						
	1-302											
E-2	1-184	803	1987	Ford Farm Grading Tractor	C770028	4,500					01/18/00	
E-34	1-248	823		Top-Con Laser TP-L3B	PX0323	1,000						
	1-97	808		Forklift SCRAPED 03/01/15		5,000						SCRAPED 03/01/15
	1-181	809		Rebuild Forklift Motor SCRAPED 03/01/15		500						SCRAPED 03/01/15
	1-218	813		36" Wacker Plate Compactor	Model 3445	500						
E-8	1-223	814		4" Thompson Diaphragm Pump	4D-DL-413	1,000						
E-10	1-227	814		Reversible Tamp Ammann Duo Mat	AVH3010	800						
	1-187	815		Target Walk Behind Saw 11 hp	113294	300	Model Pac III					
	1-169			Target Core Drill		500						
				Target Core Drill		300						
	1-171			Trench Box		500						
	1-233			Trench Box (new 9/98 aluminum)		3,000					09/30/98	
	1-188			1 Box Scraper for Ford Tractor		300						
	1-150			Viking Pressure Washer	Model 2550	200						
E-11	1-231	818 & 819		Gas Monitors 2 ea WW Grainger	15223 & 15175	1,000					06/18/98	
	1-243	821		King Hydro Test Pump SCRAPED 03/01/15	s/n 82929	500	Model KHL03055				03/14/00	SCRAPED 03/01/15
E-13	1-245	822		Bomag Vibratory Roller Tamp	s/n A279C7845U	5,000	Model BW-124				07/13/00	
							W/Duetz engine model BF3L1011			s/n 00194201		
	1-238			Bob Baggitt Misc. Tools SCRAPED 03/01/15		1,000					01/13/99	SCRAPED 03/01/15
E-18	1-260	823		Top Con TP-L4AV Laser	s/n VE0239	2,000					04/22/03	
E-23	1-310	824		Kioti D45 4 WD Tractor w/boxblade and bucket		550					04/24/06	
E-25	1-313	825	2002	Electric Power Operator (F or Tapping Machine) 003908		1,500					06/30/06	
E-26	1-312	826		Tapping Machine	51808M1	1,500					06/30/06	
	1-314			Drill bits & adapters (Tapping Mach)								
	1-259			Attachments for New Holland		1,000						
E-29	1-345	827	1999	Genie S45AWD Platform Boom Lift	S45-3006	7,500					06/19/08	
				Total		666,289.50						

McMahan Construction Co., Inc.
Vehicle & Equipment List
FYE 10-31-15

LAST UPDATE: 10/13/2015

Pg 2 of 3

B & B #	C-S #	MCCO Eq. #	YEAR	DESCRIPTION	ID#	Estimated Value 11/1/2014	TAG NUMBER	EXPIRES	COLOR	GVW's	Date Purchased	Additional Notes
E-14	1-246	410	1997	Balance forward BACKHOES ETC.		208,900.00						
	1-207			Cat Model 426C 4WD Backhoe	6XND00383	15,000					09/29/00	
E-27	1-327	415	2006	JD 225 C Excavator w/bucket	FF225LX500743	85,000					11/08/06	
E-9	1-229	503	1997	John Deere 624G Loader	DW624GB58190	20,000						
E-19	1-295	504	2004	John Deere S44J Wheel Loader	JEE0039627	45,000					04/20/04	
	1-232			Bucket Forks		500						
E-17	1-273	411	2001	John Deere 160 Excavator	P00160X041535	30,000					01/25/02	
E-20	1-291	412	1999	Cat 446B Backhoe/Loader	SBL 02075	25,000					10/09/03	
E-22	1-300	413	2000	John Deere 710D Backhoe/Loader 4WD Ext. Forks for #413	T0710DJ889329	35,000					12/20/04	
	1-301					500						
E-24	1-311	414	2003	IHI Mini Excavator Model 20 NX	0316	7,500					05/03/06	
E-28	1-340	416	2008	Kubota 47hp 5 Ton Excavator Model KX161	TDE72371	25,000					09/25/07	
E-30	1-347	417	2005	JD Model 710G Backhoe	T0710GX942532	55,000					10/10/08	
		506	2012	Kubota Traxx Loader model SVL 75-2	12136	25,281						
				TRAILERS - OFFICE								
E-15	1-247	614	1997	(Acton)Eubanks Office Trailer 20' x 8'	24-27555-1798	500	H637TP	6/30/2016			12/14/00	Schmoyer - job trailer
		603	1978	TRAILER - STORAGE		300				n/a		
	1-162	604		Budd/Harr Storage Trailer - Do Not Renew Tag	150491E	500						Storage Only WHSE
	1-108	605	1980	ASPT Storage Trailer / Trailermobile	A60860	500				n/a		
	1-241	613	1999	Anderson Flat Trailer 16'	4YNTU1624XC281267	500	H636TP	6/30/2016		n/a	07/19/99	
	1-297	615	2005	Anderson 20' Eq. Trailer 6 Ton	4YNBN20255C026924	1,500	M787NH	6/30/2016		n/a	10/08/04	
	1-332	616	2007	Anderson 25' Eq. Trailer 7 Ton	4YNBN25277C046992	4,000	606KZ	6/30/2016			07/13/07	
	1-352	617	1997	Great Dane Trailer	1GRAA962XVS020501	1,500.00		Permanent				
		618	2013	Econoline 20 Ton Trailer Model DP2027DA	42EDPMT28D1000580	16,215.00	DMUX72	6/30/2016	Black			
				Sub-Total		603,196.00						

Items valued at 1,000 or less not listed on equipment floater policy

B & B #	C-S#	MCCO Eq. #	YEAR	DESCRIPTION	ID#	Estimated Value 11/1/2014	TAG NUMBER	EXPIRES	COLOR	GW's	Date Purchased	NOTES:	Additional notes
	2-324	132	2006	VEHICLES - PASSENGER Dodge Durango 4X4	1D4HB58236F121033	15,000.00	M786NH	6/30/2016	White		10/26/06	Mr. Kellogg	
				TRUCKS - PICKUP									
A-14	2-293	126	2004	Chevy 2500 reg cab 2wd	1GCHC24J34E220535	4,000.00	C823WG	12/31/2015	White		01/12/04	Bill Hartman	
A-19	2-306	128	2005	Ford F-150 (storage cab)	1FTRF12W05NA19286	6,000.00	721RPN	6/30/2016	White		12/20/04	Alfredos Crew	
A-20	2-307	129	2005	Ford F-250 4X4 super cab	1FTSX21P8SEC13803	13,000.00	J942KM	12/31/2015	White	10,000	02/15/05	Rafe Slaughter	
A-21	2-308	130	2005	Ford F-150	1FTRF12W35NB13643	6,000.00	722RPN	6/30/2016	White		09/29/05	Jose's Crew	
	2-321	131	2006	Ford F-150 4X4 --SOLD 10/13/15	1FTPX14V86NB17505	9,000.00	SOLD	12/31/2015	White		10/24/06	SOLD	
	2-331	133	2007	Ford F-150	1FTRF12207NA49819	6,000.00	M209NI	6/30/2016	White		03/08/07	Jim Pantalone	
	2-341	134	2008	Ford F-350 4X4 6.4 Diesel	1FTWX31R78EA80755	22,000.00	K503CN	12/31/2015	White	14,999	10/02/07	Jose's Crew	
		135	2015	Ford F-150 4x4 SC	1FTEX1EP1FXD53745	34,000.00	L771II	6/30/2016	White			Donnie Ramsey	
				TRUCKS - FLATBED									
A-18	2-305	212	2005	Ford F-350 4X4	1FDWF37P15EB10493	18,000.00	W142CZ	12/31/2015	White	11,000	11/30/04	David Woolwine	
	2-323	213	1999	Freightliner FL70 Flatbed	1FV6HJBA5XHA19953	12,000.00	N4160V	12/31/2015	White	34,000	09/26/06	WHSE	
	2-322	214	1998	GMC C6500 Flatbed	1GDJ7HTC4WJ521678	10,000.00	N4159V	12/31/2015	White	32,000	09/26/06	WHSE	
		215	2008	Isuzu Flatbed	JALCAW16687003372	18,900.00	L769II	12/31/2015	White	60,000	10/31/14	WHSE	Model #NPRHD
				CRANES									
E-16	1-274	303	1993	Grove RT 528C 28 Ton RT Crane	77638	35,000.00	n/a	n/a			02/20/02		
	1-344			Major Repairs to Grove RT 528C	Sub-Total	208,900.00							
						208,900.00							

McMAHAN CONSTRUCTION CO., INC.

FINANCIAL STATEMENTS

October 31, 2014 and 2013

McMahan Construction Co., Inc.
Balance Sheets
October 31, 2014 and 2013

ASSETS

	<u>2014</u>	<u>2013</u>
<u>CURRENT ASSETS</u>		
Cash	\$ 777,534	\$ 603,283
Contract receivables	695,794	1,020,685
Costs incurred and income recognized in excess of billings on uncompleted contracts	13,106	155,637
Prepaid expenses	<u>7,269</u>	<u>5,850</u>
 TOTAL CURRENT ASSETS	 <u>1,493,703</u>	 <u>1,785,455</u>
 <u>PROPERTY AND EQUIPMENT</u>		
Less accumulated depreciation	1,506,332	1,625,475
	<u>1,367,891</u>	<u>1,524,275</u>
 NET PROPERTY AND EQUIPMENT	 <u>138,441</u>	 <u>101,200</u>
 <u>OTHER ASSETS</u>		
Deposits	<u>98</u>	<u>98</u>
 TOTAL OTHER ASSETS	 <u>98</u>	 <u>98</u>
 TOTAL ASSETS	 <u>\$ 1,632,242</u>	 <u>\$ 1,886,753</u>



McMahan Construction Co., Inc.

ROBERT KELLOGG, *President*
#CGC010240

DEAN KELLOGG
Vice President

JOHN JUSTUS, JR., *Exec. Vice President*
CGC059437 and CUC057309

LISA A. DEAN
Corporate Secretary
Secretary-Treasurer

October 15, 2015

City of DeBary – Ft. Florida Road Water Project
Bid No. 07-15

SUBCONTRACTORS

Drilling:

B&B Underground & Drilling, Inc.
534 Black Ironwood Drive
DeLand, FL 32724
(386) 734-0592

Survey:

CPH, Inc.
520 Palm Coast Parkway SW
Palm Coast, FL 32137
(386) 445-6569

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD



LICENSE NUMBER

CGC010240

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

KELLOGG, WILLIAM ROBERT
MCMAHAN CONSTRUCTION CO INC
P O BOX 223
DE LAND FL 32721-0223



ISSUED: 06/19/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406190000932

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD



LICENSE NUMBER

PCC048393

The POLLUTANT STORAGE SYSTEMS CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

KELLOGG, WILLIAM ROBERT
MCMAHAN CONSTRUCTION CO INC
123 E INDIANA AVE
DE LAND FL 32724



ISSUED: 06/19/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406190001084

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD



LICENSE NUMBER	
CGC059437	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

JUSTUS, JOHN EDWARD JR
MC MAHAN CONSTRUCTION CO INC
123 E INDIANA AVENUE
DELAND FL 32724



ISSUED: 06/19/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406190000931

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD



LICENSE NUMBER	
CUC057309	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

JUSTUS, JOHN EDWARD JR
MC MAHAN CONSTRUCTION CO INC
123 E INDIANA AVENUE
DELAND FL 32724



ISSUED: 06/19/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406190001070

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CBC1259026

The BUILDING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

KELLOGG, DEAN WILLIAM
MCMAHAN CONSTRUCTION CO., INC.
1221 N ALABAMA AVE.
DELAND FL 32724



ISSUED: 08/24/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408240002837

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Profit Corporation**

MCMAHAN CONSTRUCTION CO., INC.

Filing Information

Document Number	F02227
FEI/EIN Number	59-2036678
Date Filed	11/01/1980
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	10/15/1984
Event Effective Date	NONE

Principal Address123 E INDIANA AVE
DELAND, FL 32724

Changed: 03/16/1994

Mailing AddressPO BOX 223
DELAND, FL 32721-0223

Changed: 03/10/2003

Registered Agent Name & AddressKELLOGG, ROBERT
123 E INDIANA AVENUE
DELAND, FL 32724

Name Changed: 03/22/2012

Address Changed: 03/03/1988

Officer/Director Detail**Name & Address**

Title PRES

KELLOGG, ROBERT
123 E. INDIANA AVE.
DELAND, FL 32724

Title VP

JUSTUS, JOHN JR.
123 E. INDIANA AVE.
DELAND, FL 32724

Title ST

RABORN, LYNNE
123 E INDIANA AVE
DELAND, FL 32724

Title VP

KELLOGG, DEAN
123 E. INDIANA AVE
DELAND, FL 32724

Annual Reports

Report Year	Filed Date
2013	02/19/2013
2014	02/26/2014
2015	02/24/2015

Document Images

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