



City of Edgewater, Florida
Purchasing Division
Pat Drosten, Purchasing Specialist
104 North Riverside Drive, Edgewater, FL 32132

[MCMAHAN CONSTRUCTION CO., INC.] RESPONSE DOCUMENT REPORT

ITB No. ITB 26-PW-02

GSR Control Valve Replacement at Alan R Thomas WTP

RESPONSE DEADLINE: June 9, 2026 at 10:00 am

Report Generated: Wednesday, June 10, 2026

McMahan Construction Co., Inc. Response

CONTACT INFORMATION

Company:

McMahan Construction Co., Inc.

Email:

mthomas@mcmanfl.com

Contact:

Mary Thomas

Address:

123 E Indiana Ave.
DeLand, FL 32724

Phone:

(386) 734-1071

Website:

N/A

Submission Date:

Jun 9, 2026 8:51 AM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Familiarity with Project*

Pass

By submitting a response to this solicitation, the Bidder hereby certifies that he/she has familiarized himself/herself with the extent of the work, and having examined carefully the scope of services herein, propose to furnish all labor, materials, and services without exception, for the GSR Control Valve Replacement at Alan R Thomas WTP.

Confirmed

2. Terms and Conditions of Contract*

Pass

The bidder acknowledges that by submitting a response to this solicitation, they are bound by the following:

For the purposes of this solicitation, a Purchase Order, in lieu of a contract, will be issued as a result of the award of this ITB.

“Contract” in this document will be understood as a reference to a Purchase Order.

The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor.

By submitting a response to this solicitation, the Proposer acknowledges that they have read and understood all specifications, terms and conditions outlined in this ITB. In addition, the proposer confirms that all required documents listed in this solicitation have been signed in spaces indicated and uploaded within the ProcureNow platform.

Confirmed

3. W9

Pass

Please download the below documents, complete, and upload.

- [W-9 2024.pdf](#)

W-9_for_Edgewater_GSR_Control_Valve_Bid_on_060926.pdf

4. Insurance Requirements*

Pass

By submitting a response to this solicitation, the Proposers acknowledges that they understand the insurance requirements of the attached specifications and that the evidence of insurability may be required within five (5) days of the award of ITB.

Confirmed

5. Reference Form*

Pass

Please download the below documents, complete, and upload.

- [References.2.pdf](#)

References_for_Edgewater_GSR_Control_Valve_Bid_on_060926.pdf

6. Subcontractor List*

Pass

Please download the below documents, complete, and upload.

- [Subcontractor List.pdf](#)

Subcontractor_List_for_Edgewater_GSR_Control_Valve_Bid_on_060926.pdf

7. Bid Bond Requirement*

Pass

A general bid bond form is attached for convenience. Please complete and upload a bid bond form. Additionally, the original completed bid bond must be sent per instructions to bidders.

- [Bid Bond Form.pdf](#)

Bid_Bond_for_Edgewater_GSR_Control_Valve_Bid_on_060926.pdf

8. Bid Bond Confirmation*

Pass

The lowest responsible/responsive bidder agrees to produce the hard copy original Bid Bond, prior to the Notice of Recommendation or Council Hearing date, if requested by the City. Failure to do so may result in the bid being deemed non-responsive.

Confirmed

9. Employment Eligibility Verification System (E-Verify) Acknowledgment*

Pass

Firm acknowledges and agrees to utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (E-Verify) to do the following:

- Enroll in the U.S. Department of Homeland Security's E-Verify system; <https://www.e-verify.gov/employers/enrolling-in-e-verify>
- Utilize E-Verify to verify the employment eligibility of all new employees hired during the term of the Contract;
- Utilize E-Verify to verify the employment eligibility of all employees assigned to the Contract; and
- Expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize E-Verify to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

Confirmed

10. E-Verify documentation*

Pass

Please upload your E-Verify MOU, copy of your enrollment email or similar document confirming enrollment in E-Verify.

MOU_E-Verify_032123.pdf

11. E-Verify non-enrolment justification

Pass

If you did not upload documentation regarding enrollment in E-Verification, please provide your justification here.

N/A

12. Declaration Statement/Document Notification Affidavit*

Pass

Please download the below documents, complete, and upload.

- [Declaration Statement w-aff...](#)

Declaration_Statement_Document_Notification_Affidavit_for_Edgewater_GSR_Control_Valve_Bid_on_060926.pdf

13. Human Trafficking Affidavit*

Pass

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of any nongovernmental entity that is executing, renewing, or extending a contract with the City of Edgewater.

Please download the below documents, complete, and upload.

- [Human Trafficking Affidavit...](#)

Human_Trafficking_Affidavit_for_Edgewater_GSR_Control_Valve_Bid_on_060926.pdf

14. Vendor Information/Bidders Qualifications

TYPE OF FIRM*

Pass

Please select the type of firm for your organization.

Corporation

CORPORATION - STATE*

Pass

If firm is a corporation, please list state in which it is incorporated. If you did not select corporation, please type N/A.

Florida

OTHER*

Pass

If you selected other, please list the type of firm. If you did not select other, please type N/A.

N/A

AUTHORIZATION*

Pass

By submitting a response to this solicitation, the Bidder certifies that the firm is authorized to do business in the state of Florida.

Confirmed

YEARS IN BUSINESS*

Pass

Please provide the number of years you have been in business under this firm.

60

MAJOR WORK*

Pass

Please list major work presently under contract and include the following information for each item:

Percentage of Completion

Project

Contract Amount

#1 95% Complete

City of Port Orange: WRF East Master Lift Station Upgrades

\$4,082,564.00

#2 95% Complete

City of Flagler Beach: WWTF Sludge Management Improvements

\$2,992,000.00

CURRENT PROJECTS*

Pass

Please list current projects on which your firm is the candidate for award.

May 2026

\$3,038,000.00

City of Casselberry: PW 2405 Water Reclamation Facility Improvements Phase II

Construction of the WRF incl. replace existing sand filters with disc filters, renovation of sand filter structure, replace effluent pumps and
hydropneumatic tank, install ground storage tank valve vault and replace all appurtenances - ensuring the construction phasing is able to keep the treatment facility operational, etc.

PROJECT COMPLETION*

Pass

Have you, at any time, failed to complete a project?

No

STATE OF LITIGATION*

Pass

Are there any judgments, claims or suits pending or outstanding by or against you?

No

ADDITIONAL DETAILS*

Pass

If you answered yes to Project Completion and/or State of Litigation, submit details here. List all lawsuits that have been filed by or against your firm in the last five (5) years.

N/A

CITY PROJECTS*

Pass

List all work done on City of Edgewater projects in the past five (5) years, whether as an individual firm or as part of a joint venture.

October 2021 – February 2023

Metal Walkway Grating Replacement and Concrete Repair at Water Treatment Plant

Removal & replacement of metal walkway components at three locations within the City of Edgewater Water Treatment Plant. Original walkways were constructed circa 1992 with 2" x 2" angle iron brackets. One location (filters) the City reused the existing aluminum grating.

Contract Amount: \$115,000.00

Robert Polizzi Jr., Water Plant Manager (386) 424-2400 xt. 4031 rpolizzi@cityofedgewater.org

FINANCIAL INFORMATION*

Pass

Please provide the following information here:

Bank(s) Maintaining Account(s)

Surety/Underwriter (if required)

BANK: Mainstreet Community Bank, 204 S. Woodland Ave., DeLand, FL 32720 (386) 785-1160

SURETY: Berkley Insurance Co., 412 Mt. Kemble Ave., Suite 310N, Morristown, NJ 07960 (973) 775-5021

VENDOR INFO AND AGREEMENT FORM*

Pass

Please download the below documents, complete, and upload.

- [Vendor form for solicitatio...](#)

Vendor_Info_Form_for_Edgewater_GSR_Control_Valve_Bid_on_060926.pdf

VENDOR ACKNOWLEDGMENT*

Pass

Pursuant to information for prospective Bidders for the above mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Confirmed

ACCEPTANCE OF CONDITIONS*

Pass

Confirm Acceptance of Conditions listed in this solicitation (any exceptions must be listed in the following question.)

Yes

ACCEPTANCE OF CONDITIONS - EXCEPTIONS

Pass

List any exceptions to conditions listed in this solicitations. It should be noted that exceptions may render the submittal as non-responsive.

N/A

ACCEPTANCE OF CONDITIONS - EXCEPTIONS - UPLOAD

You may use this question to upload any documentation related to exceptions to the Acceptance of Conditions.

No response submitted

PRICE TABLES

GSR CONTROL VALVE REPLACEMENT AT ALAN R THOMAS WTP

Bid prices must include all freight charges and delivery charges for any and all material delivered FOB Destination to the worksite. ALL AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Total Cost for Project as described	1	EA	\$139,000.00	\$139,000.00
TOTAL					\$139,000.00

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) McMahan Construction Co., Inc.	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 123 East Indiana Avenue	Requester's name and address (optional) City of Edgewater 104 N. Riverside Dr. Edgewater, FL 32132
6 City, state, and ZIP code DeLand, FL 32724-4329	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Sherry Phillips</i> Sherry Phillips, Controller	Date June 9, 2026
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



REFERENCE FORM

RESPONDENTS NAME: McMahan Construction Co., Inc.

Please provide a minimum of three (3) contact references, or the number specified in the solicitation document. The references must be present or past clients within the past 5 years, preferably within governmental municipalities with requirements similar to those included in this solicitation.

Agency Name	<u>City of DeLand</u>	
Address	<u>120 S. Florida Ave., DeLand, FL 32720</u>	
Contact Person	<u>Jim Ailes, Utilities Director</u>	Phone No. <u>(386) 626-7253</u>
Email Address	<u>ailesj@deland.org</u>	
Project Title	<u>River Booster Pump Station</u>	
Services Provided	<u>Construct new booster pump station (4,200 gpm), piping, replacing 13 ARV's, driveway, fencing & landscaping</u>	
Dates of Service	<u>12/2024 - 08/2025</u>	
Agency Name	<u>City of Flagler Beach</u>	
Address	<u>105 S. 2nd Street, Flagler Beach, FL 32136</u>	
Contact Person	<u>Jim Ramer, Project Coordinator</u>	Phone No. <u>(386) 517-2042</u>
Email Address	<u>jramer@cityofflaglerbeach.com</u>	
Project Title	<u>Potable Water Well #16</u>	
Services Provided	<u>Furnish & install submersible well pump, mech. piping, generator, approx 510 LF 10" raw water main connect to new 12" raw water main</u>	
Dates of Service	<u>10/2024 - 07/2025</u>	
Agency Name	<u>New Smyrna Beach Utilities</u>	
Address	<u>200 Canal St., New Smyrna Beach, FL 32168</u>	
Contact Person	<u>Darren Phegley, P.E.</u>	Phone No. <u>(386) 424-3072</u>
Email Address	<u>dphegley@nsbufl.com</u>	
Project Title	<u>Rehabilitation of Glencoe Well Sites No. 2 and No. 3</u>	
Services Provided	<u>Demo existing well house, furnish & install new discharge assembly, reinstall salvaged flow meters, site work...</u>	
Dates of Service	<u>12/2021 - 11/2023</u>	

Use additional pages if needed.

*** PLEASE SEE ATTACHED SHEETS LISTING RECENT PROJECTS ***

McKahan Construction Co., Inc.						
REFERENCES / RECENT CONTRACT HISTORY						
PLANT DIVISION						
Start / End	Year	Job #	Job Name / Info	Contract Amount	Owner	Engineer
02/2026 - Present	2025	1249	WTP LIME SILOS DUST COLLECTORS UPGRADE/REPLACEMENT - Port Orange Remove and replace three silo lime dust collectors and complete all associated upgrades.	\$ 747,000.00	CITY OF PORT ORANGE 1000 City Center Circle, Port Orange, FL 32129 Juno Reed, Engineering & Construction Manager (386) 506-5754 juned@port-orange.org	KIMLEY-HORN and ASSOCIATES, INC. 1530 Cornerstone Bldg., Building 1, Suite 200A, Daytona Beach, FL 32117 Nichole E. McConnell, P.E. (386) 271-0274 Nichole.mcconnell@kimley-horn.com
05/2025 - Present	2025	1248	WWTF SLUDGE MANAGEMENT IMPROVEMENTS - Flagler Beach Construction of sludge management system improvements to include: chemical feed & pumping systems, dechlorination system, biosolids dewatering system and associated improvements, electrical, controls, instrumentation and SCADA system improvements, site work, yard piping, stormwater management improvements, etc.	\$ 2,992,000.00	CITY OF FLAGLER BEACH P.O. Box 70, Flagler Beach, FL 32136 Bill Freeman, City Engineer (386) 276-1007 bfreeman@cityofflaglerbeach.com	CPH ENGINEERS, INC. 500 West Fulton Street, Sanford, FL 32771 Benjamin Pines, Project Manager (407) 322-6841 bpines@cphecorp.com
12/2024 - 08/2025	2024	1247	RIVER BOOSTER PUMP STATION - DeLand Construction of a new booster water pump station (4,200 gpm), yard piping, access driveway, and associated site fencing and landscaping. This project also includes replacing thirteen ARV's along the river outfall main, and three electric valve actuators.	\$ 1,551,523.74	CITY OF DELAND 1102 S. Garfield Ave., Deland, FL 32724 Jim Allen, Utilities Director (386) 626-7253 / (386) 740-6851 Fax allenj@deland.org	MEAD & HUNT, INC 4401 Eastport Parkway, Port Orange, FL 32127 Matt Guzinski, P.E. (386) 761-6810 / (386) 761-3977 Fax matt.guzinski@meadhunt.com
10/2024 - 09/2025	2024	1246	MASTER PUMP STATION ODOR CONTROL REPLACEMENT - Daytona Beach Shores Remove & replace existing odor control equipment, including ductwork, concrete pad, electrical connection, and fencing. Work also includes excavation & removal of the existing in-ground Bio-Filtr and placing backfill and sod over the area.	\$ 568,000.00	CITY OF DAYTONA BEACH SHORES 2990 S. Atlantic Avenue, Daytona Beach Shores, FL 32118 Stuart Cruz (386) 763-5361 / (386) 763-5320 Fax scruz@cityofdbcs.org	McKIM & CREED 139 Executive Circle, Suite 201, Daytona Beach, FL 32114 Charles Hill, P.E. (386) 274-2828 / (386) 274-1393 chill@mckimcreed.com
10/2024 - 07/2025	2024	1245	POTABLE WATER WELL #16 - Palm Coast (for City of Flagler Beach) Outfitting a recently constructed potable water well in the upper Floridan Aquifer, furnish & install submersible well pump, mechanical piping, site work, fencing, electrical and instrumentation. Install a generator supplied by the City, approx. 510 LF 10" raw water main connecting potable water well #16 to the new 12" raw water main.	\$ 783,093.39	CITY OF FLAGLER BEACH P.O. Box 70, Flagler Beach, FL 32136 Jim Ramer, Project Coordinator (386) 517-2042 / (386) 517-2008 Fax jramer@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
04/2024 - 01/2025	2024	1244	FT. SMITH PUMP STATION MODIFICATIONS - Deltona Conversion of an existing above-grade, single, suction-lift pump station to a submersible, duplex pump station. Improvements include a duplex submersible pump station with a screening device on the intake, regrading of the pond near the intake, the addition of water service from the nearest water main, a generator and conversion of overhead to underground power feed from Ft. Smith Boulevard	\$ 687,000.00	CITY OF DELTONA 2345 Providence Blvd., Deltona, FL 32725 Phyllis Wallace, Interim Public Works Director (407) 963-0143 (cell) pwallace@deltona.gov	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Brad Blas, P.E. (386) 761-6810 / (386) 761-3977 Fax brad.blas@meadhunt.com
04/2023 - 12/2024	2022	1243	MAIN WATER PLANT GREENSAND FILTER - Orange City Addition of a Green Sand Filtration System including integration to existing Main Water Plant infrastructure; Permanganate contact chamber, reclaimed storage tank, piping and supports, building and foundation, equipment pads, shakers, site work, electrical, instrumentation, SCADA communications, chemical analyzers, chemical injection system, chemical storage room/tanks, and hydraulic pumps.	\$ 3,328,387.09	CITY OF ORANGE CITY 205 E. Graves Ave., Orange City, FL 32763 John Peters, City Engineer (386) 490-2522 jpeters@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
05/2023 - Present	2022	1242	FISHER WWTF IMPROVEMENTS-MLE IMPROVEMENTS - Deltona Construction of internal recycle pump station and additional piping to modify the existing contact stabilization treatment train to an MLE process.	\$ 1,334,984.00	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
06/2023 - Present	2022	1241	WRF EAST MASTER LIFT STATION UPGRADES - Port Orange Install & operate temporary bypass pumping system, remove existing pumps and replace with new screw centrifugal pumps, remove and replace existing variable frequency drives (VFD's) and pump controls, remove existing plug valves and replace with new knife gate valves, install knife gate isolation valves, remove and replace existing check valves, remove existing pipe and fittings, furnish & install all required pipe, fittings, couplings, and adapters, all modifications to the existing wet well and leveling wet well floor.	\$ 4,802,564.00	CITY OF PORT ORANGE 1000 City Center Circle, Port Orange, FL 32129 Juno Reed, Engineering & Construction Manager (386) 506-5754 juned@port-orange.org	KIMLEY-HORN and ASSOCIATES, INC. 189 S. Orange Ave., Suite 1000, Orlando, FL 32801 Rhea Dorris (407) 898-1511 / (407) 761-4229 Cell rhea.dorris@kimley-horn.com
10/2021 - 02/2023	2022	1240	METAL WALKWAY GRATING REPLACEMENT AND CONCRETE REPAIR at WATER TREATMENT PLANT - Edgewater Removal and replacement of metal walkway components at three locations within the City of Edgewater Water Treatment Plant. Original walkways were constructed circa 1992 with 2" x 2" angle iron brackets. They are corroded and in need of replacement. In one location, (the filters), the City intends to reuse the existing aluminum grating.	\$ 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 Costow, P.E. - City Engineer (386) 424-2400 xt. 4007 rcostow@cityofedgewater.org

REFERENCES / RECENT CONTRACT HISTORY

PLANT DIVISION

Start / End	Year	Job #	Job Name / Info	Contract Amount	Owner	Engineer
10/2022 - 07/2024	2022	1239	WRF SOUTH REUSE PUMP STATION - DeLand Construction of a new high-service pump station (4,500 gpm) and approx. 4,000 lineal feet of 16-inch reuse water main along with related site improvements on City owned WRF site.	\$ 2,606,192.59	CITY OF DELAND 1102 S. Garfield Ave., DeLand, FL 32724 Jim Alles, Utilities Director (386) 626-7253 allesj@deland.org	MEAD & HUNT, INC. 4401 Eastport Parkway, Port Orange, FL 32127 Andrew Giannini, P.E., (386) 761-6810 / (386) 761-3977 Fax andrew.giannini@meadhunt.com
01/2022 - Present	2021	1238	INDIAN HARBOR ESTATES PUMP STATION - Oak Hill *We are Sub to Metro Equipment Services, Inc. 9425 SW 72nd Str, Suite 150, Miami, FL 33173 - (305) 598-7741 Contact: Roberto Ponce de Leon, David Gonzalez Construction of a vacuum wastewater collection system for approx. 280 homes in the Indian Harbor Estates Development in Oak Hill.	\$ 1,490,478.87	CITY OF OAK HILL 234 US Hwy 1, Oak Hill, FL 32759 Kohn Evans, City Administrator (386) 345-3522 evansk@oakhill.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
12/2021 - 11/2023	2021	1237	REHABILITATION OF GLENCOE WELL SITES NO. 2 AND NO. 3 - UCNSB Demo the existing well house, concrete slab and discharge assembly at both well sites, existing well head and concrete pedestals are to remain. Furnish & install new discharge assembly to the existing well heads, including air release valve, swing check valve with limit switch, isolation valve, pressure gauge, sample taps & re-install salvaged flow meters, site work, etc...	\$ 1,078,000.00	UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH 200 Canal Street, New Smyrna Beach, FL 32168 Darren Phegley, P.E. - Construction Supervisor (386) 424-3072 dphegley@nshub.com	CPH ENGINEERS, INC. 500 West Fulton Street, Sanford, FL 32771 Rocco Nasso, P.E. (407) 322-6841 / Fax (407) 330-0639 rncasso@checorp.com
03/2022 - 12/2022	2021	1236	YANKEE LAKE WRF REPAIR & REHABILITATION - Seminole County Replace two existing buried manholes with new pre-cast manholes, recoat four existing buried manholes, remove & replace two existing anoxic tank mixers with new units, remove & replace a portion of aboveground piping and instrumentation (for internal recycle) with new upsized pipe, fittings, valves and instruments. Remove and replace the digester sludge loading system. Provide 4 pipe support slabs at new internal recycling pipe, provide concrete splash block at new digester sludge loading pipe, demolish meters for anoxic mixers, replace existing magnetic flowmeter, etc...	\$ 762,300.02	SEMINOLE COUNTY 1101 East First Street, Sanford, FL 32771 Michael Borgis, Project Manager (407) 685-2026 / (407) 685-2041 mborgis@seminolecountyfl.gov	CDM SMITH 101 Southhall Lane, Suite 200, Maitland, FL 32751 Vijay Pangata, P.E., (407) 660-2552 / (407) 875-1161 Fax vijaypv@cdmsmith.com
01/2022 - 09/2023	2021	1235	POTABLE WATER WELL #15 - Flagler Beach Furnish & install submersible well pump, mechanical piping, site work, fencing, electrical and instrumentation. Alternate bid items include approx. 900 LF of 12" raw water main installed within the Citation Blvd. right-of-way from the well site to the City's existing raw water main.	\$ 555,776.79	CITY OF FLAGLER BEACH P.O. Box 70, Flagler Beach, FL 32136 Jim Ramer, Project Coordinator (386) 517-2042 / (386) 517-2008 Fax jramer@cityofflaglerbeach.com	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Andrew Giannini, P.E., (386) 761-6810 / (386) 761-3977 Fax andrew.giannini@meadhunt.com
08/2021 - 08/2022	2021	1234	NW RECLAIMED WATER STORAGE TANK & PUMP STATION - DeLand 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.	\$ 2,924,000.00	CITY OF DELAND 1102 S. Garfield Ave., DeLand, FL 32724 Ray Bahrami, P.E. (386) 626-7189 bahrami@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
04/2021 - 02/2022	2021	1233	KWART PUMP STATION IMPROVEMENTS - DeLand Improvements include retrofitting the existing pump station and wet well with new pumps, electrical equipment, controls, mechanical equipment, valves and piping.	\$ 357,990.00	CITY OF DELAND 1102 S. Garfield Ave., DeLand, FL 32724 Keith Riger, P.E. (386) 626-7197 kigerk@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
01/2021 - 11/2021	2020	1232	WTP IMPROVEMENTS & NEW POTABLE WELL #2 - Astabula Construct 12"x8" raw water well (Well #2). Furnish & install one 1,000 gpm vertical turbine pump and motor, approx. 280 LF of 10" PVC, 105 LF of 8" PVC pipe, valves, fittings, instrumentation and electrical controls, fasteners and appurtenances to provide a complete and operable system.	\$ 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 dgbolam@semail.com
11/2020 - 05/2021	2020	1231	UCNSB SOUTH BEACH PUMP STATION UP-GRADES - New Smyrna Beach New pedestals for motor/pump combo, new motorized lower for generator intake, controls, new 10-ton HVAC unit, interior and exterior metal, re-locate existing chlorine drain piping, demo existing concrete tank and sump pump, cut existing 3" iron drain pipe and extend with new 3" PVC, add new exterior clean out, etc...	\$ 894,151.04	UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH 200 Canal Street, New Smyrna Beach, FL 32168 Darren Phegley, P.E. - Construction Supervisor (386) 424-3072 dphegley@nshub.com	ERS ENGINEERING, INC. 5775 Timiquana Rd., Jacksonville, FL 32210 Derek Waincott, P.E. (904) 777-3089 / (904) 777-3726 Fax dwaincott@ersengineering.com
04/2020 - 02/2021	2020	1230	WELL NO. 48 OUTFITTING AT MAGDALENA WTP NO. 16 - Deltona Installation of a new vertical turbine well pump into the existing well casing of new well #48, well head piping and instruments, yard piping, and integration of the new water supply well into the existing facility and SCADA system.	\$ 596,000.00	CITY OF DELTONA 2345 Providence Blvd., Deltona, FL 32725 Joim Peters, Public Works Director (386) 878-8973 / (386) 878-8971 Fax jpeters@deltonafl.gov	TETRA TECH 201 East Pine St., Suite 1000, Orlando, FL 32801 Robert Smith, P.E. (407) 839-3955 / (407) 839-3790 Fax scott.smith@tetratech.com

REFERENCES / RECENT CONTRACT HISTORY

PLANT DIVISION

Start / End	Year	Job #	Job Name / Info	Contract Amount	Owner	Engineer
03/2020 - 02/2021	2020	1229	WRF IMPROVEMENTS - Casseberry Rehabilitation and replacement of equipment, materials, and/or structures at the Water Reclamation Facility to include the Travelling Bridge Filter, Chlorine Contact Chamber, Transfer Pump Station, and Effluent Pump Station.	\$ 1,577,705.00	CITY OF CASSEBERRY 95 Triplet Lake Drive, Casseberry, FL 32107 Tara Lamouroux, P.E., Utilities Director (407) 262-7700 Ext. 1228 / (407) 262-7769 Fax tlamouroux@casseberry.org	HAZEN AND SAWYER 915 Lake Baldwin Lane, Suite 200, Orlando, FL 32814 Frederick R. Holmes, P.E. (407) 367-2626 / (407) 367-2627 Fax frholmes@hazenandsawyer.com
02/2020 - 04/2020	2020	1228	WTP Chemical Feed System Upgrades - Ormond Upgrading the WTP Chemical Feed System including but not limited to replacing the finished water inline static mixer, chemical feed lines and chemical injection quills.	\$ 46,916.00	CITY OF ORMOND BEACH 22 South Beach Street, Ormond Beach, FL 32174 George Lavatelli, P.E. (386) 676-3584 / (386) 676-3284 Fax george_lavatelli@ormondbeach.org	CITY OF ORMOND BEACH George Lavatelli, P.E. (386) 676-3584 / (386) 676-3284 Fax george_lavatelli@ormondbeach.org
02/2020 - 06/2020	2020	1227	FLAGLER BEACH WWTP IMP PHASE III - Flagler Beach Installation of a permanent generator, with an enclosure and integral fuel tank plus new automated transfer switch and main switchgear for the WWTP. Demolition of the existing electrical building, construction of a parking area, electrical room within the existing blower building, replacement of 7 side gates, etc.	\$ 441,066.30	CITY OF FLAGLER BEACH P.O. Box 70, Flagler Beach, FL 32136 Jim Rainer, Dir. Of Water Facilities (386) 517-2000 xt. 243 / (386) 517-2008 Fax jrainer@cityofflaglerbeach.com	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Brad Black, P.E. (386) 761-6810 / (386) 761-3977 Fax brad.black@meadhunt.com
3/4/2019 - 09/2020	2019	1226	BREAKAWAY TRAILS GROUND STORAGE TANK & PUMP STATION - Ormond Beach Remove 2 GST and 1 elevated storage tank & associated yard piping, remove concrete pad, masonry water & storage structure and associated elements, construct 2 MG pre-stressed concrete GST, construct PS building, install 3 high service variable frequency drive pumps, instrumentation & controls, etc.	\$ 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 Black, P.E. (386) 761-6810 / Fax (386) 761-3977 brad.black@meadhunt.com
3/4/2019 - 05/2019	2019	1225	DELTONA LAKES WWTP BARSREEN REPLACEMENT Replacement of barscreen at Deltona Lakes WWTP and related materials.	\$ 106,135.00	CITY OF DELTONA 2345 Providence Blvd., Deltona, FL 32725 John Peters, Public Works Director (386) 875-8973 / (386) 878-8971 Fax jpeters@deltonafl.gov	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Brad Black, P.E. (386) 761-6810 / (386) 761-3977 Fax brad.black@meadhunt.com
3/1/2019 - 07/2019	2018	1224	ATC CAMPUS THERMAL ENERGY STORAGE (TES) TANK & SITE WORK ***We are sub to Chem, LLC, 250 S.W. 36th Terrace, Gainesville, FL 32607 (352) 371-5436 (352) 371-6200 Fax / Contact: Chris Mincey*** Site Work Inc. site fencing, survey, clear & grub, temp. water & power, final grade, etc.	\$ 172,256.00	DAYTONA STATE COLLEGE 1200 W. International Speedway Blvd., Building 5, Daytona Beach, FL 32114 (386) 306-3059	SGM Engineering, Inc. 935 Lake Baldwin Lane, Orlando, FL 32814 (407) 767-5188 / (407) 767-5772 Fax
3/3/2019 - 01/2020	2018	1223	DELTONA NORTH WTP IMP. Work includes Provide & install THM reduction equipment in the existing 500,000 GST, provide and install a new emergency electrical generator with diesel fuel storage tank, removal of existing and below ground raw water piping modifications, electrical and instrumentation system upgrades, replacements, etc...	\$ 1,998,128.00	COUNTY OF VOLUSIA 123 West Indiana Ave., Deland, FL 32720 Dr. Elm Reed (386) 943-7027 / Fax (386) 740-5162 erreed@volusia.org	CDM SMITH 101 Southhall Lane, Suite 200, Maitland, FL 32751 David Prah, P.E. (407) 660-2552 / (407) 875-1161 Fax prahd@cdmsmith.com
3/1/2018 - 07/2018	2018	1222	FLAGLER BEACH WELL #12R EQUIP & CONNECT - Palm Coast Furnish & install well pump pad & supports, piping & tie-in to existing VM. Provide new 20HP VFD panel. Install RTU tower on a concrete pad. Fencing & Painting • We are Sub to Connect Consulting, Inc. 281 N. Lakeview Dr., Lake Helen, FL 32744 Contact: David Robertson, P.O. (386) 473-7766 Office / droberson@ccwater.com	\$ 114,000.00	CITY OF FLAGLER BEACH P.O. Box 70, Flagler Beach, FL 32136 Fred Griffith, City Engineer (386) 517-2000 xt. 243 / (386) 517-2008 Fax griffith@cityofflaglerbeach.com	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Kevin Lee, P.E. (386) 761-6810 / (386) 761-3977 Fax kevin.lee@meadhunt.com
3/6/2017 - 03/2019	2017	1220	ALEXANDER AVE. RECLAIMED WATER AUGMENTATION FACILITY - Deltona Concrete 3.0 MG raw water storage tank, raw water transfer pump station; filter-aid chemical injection, flocculation tank, filters, chlorine contact chamber, finished water transfer pump station, concrete 1.0 MG reclaimed water ground storage tank, plant drain pump station, site access gravel road and stormwater pond, precast concrete buildings & associated site improvements.	\$ 10,084,069.97	CITY OF DELTONA 2345 Providence Blvd., Deltona, FL 32725 Glen Whitcomb, Public Works Director (386) 804-0174 / (386) 875-8971 Fax gwhitc@deltonafl.gov	TETRA TECH 201 East Pine St., Suite 1000, Orlando, FL 32801 Rakesh Shah, P.E. (407) 839-3555 / Fax (386) 839-3790 rakesh.shah@tetra-tech.com

SUBCONTRACTOR LIST

- Contractor shall list sub-contractors and specific work that they will be responsible for. Sub-contractors listed may not be substituted after award without approval.
- Prime and all sub-contractor team firms must be licensed to do business in the State of Florida and must provide Business License with bid.
- The bidder has fully investigated each subcontractor listed and has in their file evidence each subcontractor has engaged successfully in their line of work for a reasonable period of time, that they maintain a fully equipped organization capable, technically and financially, of performing the work required, and that they have made similar installations in a satisfactory manner.

[illegible]

Executed in 2 Counterparts

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 City of Edgewater 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:

GSR Control Valve Replacement at Alan R Thomas WTP, ITB 26-PW-02

Project Name and Bid #

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his/her bid 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.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 9th day of June, 2026 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.

Dean Kellogg

President , Dean Kellogg

Berkley Insurance Company

AFFIX CORPORATE SEAL

475 Steamboat Road, Greenwich, CT 06830

Address

By

Jeffrey W. Reich
Jeffrey W. Reich*

AFFIX CORPORATE SEAL

Berkley Insurance Company

Corporate Surety

ATTEST:

K. Moulton
Kelly Moulton, 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 2nd day of May, 2024.



Attest:

By

*Philip S. Welt*Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By

*Jeffrey M. Hafter*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 2nd day of May, 2024, by Philip S. Welt 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 04-30-2020

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.

Given under my hand and seal of the Company, this 9th day of June, 2026.

*Vincent P. Forte*
Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company



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.



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(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. 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:

Employer McMahan Construction Co., Inc.	
Name (Please Type or Print) Lisa A Dean	Title
Signature Electronically Signed	Date 08/09/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 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	1
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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.

DECLARATION STATEMENT/DOCUMENT NOTIFICATION AFFIDAVIT

RFQ/RFP/ITB No. **ITB 26-PW-02**

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this bid or in the contract to which this bid pertains, and that this bid is made without connection to, or arrangement with, any other person and this bid is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of bids, and that he agrees to all matters and conditions with respect to the general conditions of the contract to which the bid pertains. In addition, the Proposer acknowledges and affirms understanding and compliance with all additional requirements, forms, terms and conditions included in this solicitation document.

The Proposer agrees, if this bid is accepted, to execute an appropriate City contract for the purpose of establishing a formal contractual relationship between him, and the City, for the performance of all requirements to which the bid pertains. The Proposer states that the bid is based upon the bid documents listed by **ITB 26-PW-02 – GSR CONTROL VALVE REPLACEMENT AT ALAN R THOMAS WTP.**

I, John Justus, Jr., in my capacity as Executive Vice President, certify
(printed name) (title)
that I have the legal authorization to contractually bind McMahan Construction Co., Inc..
(company name)

I further acknowledge that as part of my response to this solicitation, I have read, reviewed and agreed to the following terms and conditions detailed in the electronic bid document posted on the City's E-Procurement Portal:

- Conflict of Interest Affidavit (attached)
- Drug Free Workplace Certification
- Public Entity Crimes Statement
- Immigration Laws Notification
- Non -Collusion Affidavit of Prime Bidder (attached)
- Employment Eligibility Verification System (E-Verify) Acknowledgement
- Scrutinized Companies pursuant to FS Sections 287.135 and 215.473
- No Lobbying Notification
- Debarment and Suspension Certifications
- Public Records Requirements

I hereby swear or affirm that I have read and that I understand and accept all the requirements and regulations imposed by the above-referenced documents and that I acknowledge and accept that the above-referenced documents and all terms and conditions contained therein are included in the response to this solicitation.

McMahan Construction Co., Inc.

John Justus, Jr., Executive Vice President

Company

Printed Name & Title


Authorized Signature

June 9, 2026

Date

STATE OF FLORIDA COUNTY OF VOLUSIA

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

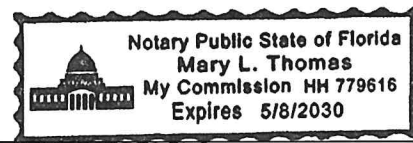
this 9TH JUNE 26, by John Justus, Jr. Personally Known OR
Produced Identification,

Type of Identification Produced _____



(Signature of Notary Public)

Mary L. Thomas



Notary Stamp/Seal

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of the City of Edgewater ("City").

Furthermore, all respondents must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its affiliates.

The purpose of this disclosure statement is to give the City the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The mere appearance of a conflict may be as serious and potentially damaging as an actual conflict of interest. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

The CONSULTANT/ANNUAL CONSULTANT shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the City. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT/ANNUAL CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT/ANNUAL CONSULTANT.

If, in the sole opinion of the CITY, the prospective business association, interest or circumstance of CONSULTANT/ANNUAL CONSULTANT would constitute an unacceptable conflict of interest to the CITY, the CITY shall so state in the notification and the CONSULTANT/ANNUAL CONSULTANT shall not enter into said association, interest or circumstance.

By signing below, CONSULTANT/ANNUAL CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the City. Further, it is hereby acknowledged that any misrepresentation by the CONSULTANT/ANNUAL CONSULTANT on this Disclosure Form is considered an unethical business practice and is grounds for sanctions against the CONSULTANT/ANNUAL CONSULTANT with respect to future City business.

Please check one of the following statements and attach necessary documents if necessary:

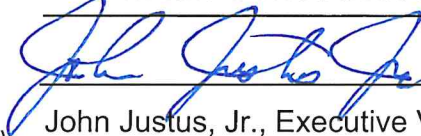
X To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

 The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Legal Name of Respondent

McMahan Construction Co., Inc.

Authorized Signature



Name and Title (print or type)

John Justus, Jr., Executive Vice President

NON-COLLUSION AFFIDAVIT

I state that I am Executive Vice President of McMahan Construction Co., Inc.
(Title) (Name of my firm)

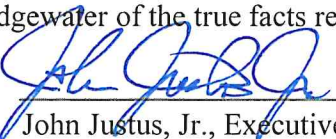
and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractors, bidder, or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made, or will be made, to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. McMahan Construction Co., Inc. its affiliates, subsidiaries, officers, directors and employees are not currently under (Name of my firm) investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that McMahan Construction Co., Inc. understands and acknowledges that the above representations are material and important, and will be relied on by the City of Edgewater in awarding the contract(s) for which this bid is submitted. I understand, and my firm understands, that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the City of Edgewater of the true facts relating to submission of bids for this contract.

STATE OF FLORIDA
COUNTY OF VOLUSIA

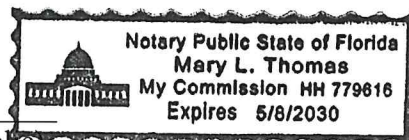

John Justus, Jr., Executive Vice President

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 9th day of June, 2026, by John Justus, Jr.


(Signature of Notary Public - State of Florida)

Mary L. Thomas

(Print, Type, or Stamp Commissioned Name of Notary Public)



Personally Known x OR Produced Identification _____

Type of Identification Produced: _____

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Edgewater ("Governmental Entity").

The undersigned, on behalf of the entity listed below ("Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of McMahan Construction Co., Inc., a non-governmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity)
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company: McMahan Construction Co., Inc.

Authorized Signature: _____

Date: June 9, 2026

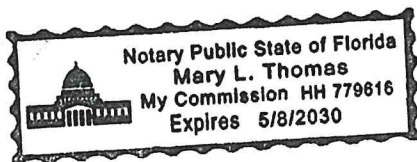
Printed Name: John Justus, Jr.

Title: Executive Vice President

STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of June, 2026, by John Justus, Jr., as Executive Vice President on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

(Seal)



Mary L. Thomas
Notary Public Signature Mary L. Thomas



Vendor Information Form

CITY OF EDGEWATER

104 N Riverside Drive, Edgewater, FL 32132

Email to: purchasing@cityofedgewater.org

Form is to be completed by Vendor. If a "DBA", please be sure this is indicated on W-9

Date June 9, 2026

Company Name: McMahan Construction Co., Inc.

FEIN or SS#: 59-2036678 Service or Commodity Provided General Contractor

Mail Address: P.O. Box 223

City: DeLand State: FL Zip+4: 32721-0223

Remit Address: 123 East Indiana Avenue

City: DeLand State: FL Zip+4: 32724-4329

Phone: (386) 734-1071 Email: jjustus@mcmahanfl.com

Purchase Orders to be sent to: John Justus, Jr., Executive Vice President

Phone: (386) 734-1071 Email: jjustus@mcmahanfl.com

Accounts Receivable Contact Name: Sherry Phillips, Controller

Phone: (386) 734-1071 Email: sphillips@mcmahanfl.com

Vendor Instructions

If your company provides services performed on City property, you will also be required to submit an ACORD Insurance Certificate naming the City of Edgewater as an additional insured, along with a copy of the additional insured endorsement from your policy, prior to services being rendered.

The City of Edgewater is exempt from the payment of Florida sales and use tax. Copies of the City's Sales Tax Exemption Certificate are available upon request to purchasing@cityofedgewater.org.

The City's payment terms are per Florida Prompt Payment Act and all invoices/billing should be sent to: City of Edgewater, PO Box 100, Edgewater, FL 32132.

A completed Form W-9 must be submitted with this Vendor Information Form.

Submission of this Vendor Information Form constitutes agreement with the Purchase Order Terms and Conditions as found on the City's website: <https://www.cityofedgewater.org/finance/page/purchasing-policies>

Payment Options:

☒ Check ☐ Direct Deposit/ACH

NOTE: If your firm selects Direct Deposit/ACH form of payment, staff will reach out to obtain banking information upon award of contract.

Under penalties of perjury, I certify that the above information is complete and accurate. If direct deposit was the method selected, I hereby authorize The City of Edgewater to automatically deposit payment for invoices into our account at the financial institution listed. I also authorize withdrawal transaction from the account, limited to the amount of the original deposit, in the event of an overpayment or erroneous deposit. This authorization will remain in effect until The City of Edgewater has received, in writing, our cancellation notification. I will notify the City in writing of any account changes or closure, in such a manner as to afford the City ample time to act upon it. I understand that failure to do so may result in deposit failure.

Authorized Signature [Signature] Date June 9, 2026

Name (printed) John Justus, Jr. Title Executive Vice President

FOR OFFICE USE ONLY

Received	_____	by	_____
Processed	_____	by	_____
Approved	_____	by	_____