15. Award CC-1207-03/BJC – Greenwood Lakes Water Treatment Plant – Sodium Hypochlorite Feed System, to McMahan Construction Co., Inc., DeLand ($215,000.00).

CC-1207-03/BJC will provide for all labor, materials, equipment transportation, coordination and incidentals necessary for the conversion of the Greenwood Lakes Water Treatment Plant from gaseous chlorine to liquid chlorine (sodium hypochlorite) for disinfection purposes. The work includes all necessary piping, site work, feed equipment, electrical work, and subsequent restoration of the construction area.

This project was publicly advertised and the County received seven (7) responses. The Review Committee, which consisted of Michael R. Harber, Senior Engineer; Jeffrey F. Thompson, P.E., Senior Engineer and J. Dennis Westrick, P.E., PEI Manager, evaluated the submittals. Consideration was given to the firm's qualifications, experience and cost of the project.

The Review Committee recommends award of the contract to the lowest responsible, responsive Bidder, McMahan Construction Co., Inc., DeLand, in the amount of $215,000.00. The completion time for this project is two hundred ten (210) calendar days from the issuance of the Notice to Proceed by the County.

This is a budgeted project and funds are available in account number 087801-56065000 (Water & Sewer, Construction in Progress) CIP #DG85543X. Environmental Services Department and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the project and authorize the Chairman to execute the agreement as prepared and approved by the County Attorney's Office with no major deviation of terms and pursuant to the scope of services in the Bid Documents.

B.C.C. - SEMINOLE COUNTY, FL
BID TABULATION SHEET

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

BID NUMBER: CC-1207-03/BJC
BID TITLE: Greenwood Lakes Water Treatment Plant – Sodium Hypochlorite Feed System
OPENING DATE: April 9, 2003, 2:00 P.M.

ITEM DESCRIPTION	Response 1	Response 2	Response 3	Response 4
	McMahan Construction Co., Inc. P.O. Box 223 DeLand, Florida 32721-0223 (386) 734-1071 – Phone (386) 738-2692 – Fax John Justus, Jr.	Wharton-Smith, Inc. P.O. Box 471028 Lake Monroe, Florida 32747 (407) 321-8410 – Phone (407) 323-1236 – Fax George E. Smith	Waterline Industries Corporation 145 Batchelder Road Seabrook, NH 03874 (603) 474-7477 – Phone (603) 474-8578 – Fax Ralph W. Dumke	CenState Contractors, Inc. PO Drawer 552 Winter Haven, Florida 33882-0552 (863) 324-3882 – Phone (863) 324-3648 – Fax B. Scott Short
TOTAL AMOUNT OF BID	**$215,000.00**	**$217,000.00**	**$239,777.00**	**$240,000.00**
Addenda (total of 3)	3 of 3	3 of 3	3 of 3	3 of 3
Bid Bond	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certificate of Nonsegregated Facility	Yes	Yes	Yes	Yes

Posted: 4/09/2003
Recommendation of Award: TBD

B.C.C. - SEMINOLE COUNTY, FL
BID TABULATION SHEET

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

BID NUMBER: CC-1207-03/BJC
BID TITLE: Greenwood Lakes Water Treatment Plant – Sodium Hypochlorite Feed System
OPENING DATE: April 9, 2003, 2:00 P.M.

ITEM DESCRIPTION	Response 5	Response 6	Response 7	
	Interstate Engineering Corporation 2200 North Federal Highway, #223 Boca Raton, Florida 33431 (561) 394-4345 – Phone (561) 394-6693 – Fax Arnold Pike	RTD Construction, Inc. PO Box 996 Zephyrhills, Florida 33539 (813) 783-9119 – Phone (813) 783-9333 – Fax Dannie E. Jordan	ERC General Contracting Services, Inc. 890 Carter Road, Suite 170 Winter Garden, Florida (407) 656-3900 – Phone (407) 656-2128 – Fax Jerry L. Pinder	
TOTAL AMOUNT OF BID	**$240,500.00**	**$249,488.00**	**$373,000.00**	
Addenda (total of 3)	3 of 3	3 of 3	3 of 3	
Bid Bond	Yes	Yes	Yes	
Trench Safety Act	Yes	Yes	Yes	
Bidder Information Form	Yes	Yes	Yes	
Experience of Bidder	Yes	Yes	Yes	
Non-Collusion Affidavit	Yes	Yes	Yes	
Certificate of Nonsegregated Facility	Yes	Yes	Yes	

Posted: 4/09/2003
Recommendation of Award: TBD

15

AGREEMENT (CC-1207-03/BJC)

THIS AGREEMENT is dated as of the ____ day of _____ 20___, by and between **McMAHAN CONSTRUCTION CO., INC.**, duly authorized to conduct business in the State of Florida, whose mailing address is Post Office Box 223, Deland, Florida 32721-0223 hereinafter called the "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY." COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

Section 1. Work. The CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as Greenwood Lakes Water Treatment Plant - Sodium Hypochlorite Feed System - CC-1207-03/BJC.

The Project for which the Work under the Contract Documents is a part is generally described as Greenwood Lakes Water Treatment Plant - Sodium Hypochlorite Feed System - CC-1207-03/BJC.

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Reiss Environmental, Inc., 2487 Aloma Avenue, Suite 200, Winter Park, Florida 32792.

(b) "CEI" is the Seminole County Engineer or the COUNTY's contracted Consultant for construction, engineering and inspection ("CEI") services. As named in the Contract Documents, "CEI" shall

mean Reiss Environmental, Inc., 2487 Aloma Avenue, Suite 200, Winter Park, Florida 32792.

Section 3. Contract Time.

(a) All provisions regarding Contract Time are essential to the performance of this Agreement.

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within one hundred eighty (180) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) The Contract Time provided in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. The thirty (30) days shall be depicted by CONTRACTOR as float time not impacting Controlling Work Items on the CONTRACTOR's critical path scheduling. No Contract Time extensions shall be considered related to utility coordination matters including, but not limited to, utility relocations and conflicts unless the utility related time impacts exceed thirty (30) Days impact on Controlling Items of Work in accordance with the Project Schedule.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

Section 4. Contract Price.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price.) The CONTRACTOR's total compensation is TWO HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS ($215,000.00) subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) The CONTRACTOR acknowledges that CONTRACTOR studied, considered and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: 1) performance of the Work under Central Florida weather conditions; 2) applicable law, licensing, and permitting requirements; 3) the Project site conditions, including but not limited to, subsurface site conditions; 4) the terms and conditions of the Contract Documents, including, but

not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

(d) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the work of the COUNTY with its own forces, the work of other utility contractors and the work of others at the Project site.

Section 5. Payment Procedures.

(a) CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

(b) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

Section 6. Additional Retainage For Failure to Maintain Progress on the Work.

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) In the event that CONTRACTOR fails to physically mobilize to the Work site as required by Section 6.19 of the General Conditions, then the COUNTY may withhold additional retainage to secure completion of the Work in an amount equal to the product of the number of days after the 31st day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 9 of this Agreement. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after

the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the COUNTY'S discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER'S approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

Section 7. Contractor's Representations. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, weather, Chapter 220, Part 1, "Purchasing Code," Seminole County Code, and with all local conditions and federal, state and local laws, utility locations, ordinances, rules, policies and regulations that in any manner may affect cost, progress or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations,

examinations and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, relocations (temporary and permanent) and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR by its study, excludes and releases the COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine," that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

(g) The CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by the COUNTY, ENGINEER or any agent relating to compliance with the Contract Documents shall not operate as a waiver by the COUNTY of strict compliance with the terms and conditions of the Contract Documents.

(h) The CONTRACTOR declares and agrees that the COUNTY may require him to repair, replace, restore or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be Defective or fail in any way to comply with the Contract Documents. The CONTRACTOR acknowledges that the above two (2) years repair, replace and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) years repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) The CONTRACTOR's resident Superintendent at the Work site shall be Elmer Talbert and this Superintendent only shall be utilized by the CONTRACTOR unless otherwise approved by the COUNTY Project Manager and following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR

shall be solely responsible for payment of all fines and penalties of any nature assessed to the CONTRACTOR or COUNTY or both by any governmental entity, district, authority or other jurisdictional entity relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints related to alleged damage caused by CONTRACTOR'S performance of the Work within ten (10) days of receipt of the complaint from citizens, ENGINEER or the COUNTY. The CONTRACTOR shall utilized the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to the CONTRACTOR by a citizen, the CONTRACTOR shall identify the citizen and street address in the "Statement of Problem." Responses and action taken by the CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If the CONTRACTOR fails to respond within ten (10) days, then the COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that the COUNTY owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that the CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. The

CONTRACTOR authorizes the COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

Section 8. Contract Documents. The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following:

(a) This Agreement.

(b) Addenda.

(c) Bid.

(d) American With Disabilities Act Affidavit.

(e) Performance Bond.

(f) Payment Bond.

(g) Material and Workmanship Bond.

(h) Specifications.

(i) Technical Specifications Provided in these Contract Documents.

(j) General Conditions.

(k) Supplementary Conditions including any utility specific forms provided by the COUNTY's Utility Division.

(l) Notice To Proceed.

(m) Change Orders.

(n) Certificate of Substantial Completion.

(o) Certificate of Final Inspection.

(p) Certificate of Engineer.

(q) Certificate of Final Completion.

(r) CONTRACTOR's Release.

(s) Drawings and Plans.

(t) Supplemental Agreements.

(u) CONTRACTOR's Waiver of Lien (Partial).

(v) CONTRACTOR's Waiver of Lien (Final and Complete).

(w) Subcontractor/Vendor's Waiver of Lien (Final and Complete).

(x) Consent of Surety to Final Payment.

(y) Instructions to Bidders.

(z) CONTRACTOR's Insurance Requirements, Certificate and Insurance Policies.

There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended or repealed by a modification as provided in the General Conditions.

Section 9. Liquidated Damages.

(a) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and

CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, ONE HUNDRED AND NO/100 DOLLARS ($100.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default or if the CONTRACTOR has abandoned the Work.

Section 10. Miscellaneous.

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent

that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Section 11. Contractor's Specific Consideration. In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00). The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

Section 12. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the

parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Seminole County Environmental Services Department
500 West Lake Mary Boulevard
Sanford, Florida 32773

COPIES TO:

Reiss Environmental, Inc.
2487 Aloma Avenue, Suite 200
Winter Park, Florida 32792

For CONTRACTOR:

CONTRACTOR's Superintendent
McMahan Construction Co., Inc.
P.O. Box 223
Deland, Florida 32721-0223

Section 13. Conflict of Interest.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government. See County Personnel Policy 4.10(F).

(b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in *Section 112.312 (15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to *Section 216.347, Florida Statutes*, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant

to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

Section 14. Material Breaches of Agreement.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by ENGINEER, the ENGINEER shall issue a Stop Work Order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

McMAHAN CONSTRUCTION CO., INC.

_____
LYNNE RABORN, Secretary

By:_____
ROBERT KELLOGG, President

(CORPORATE SEAL)

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
DARYL G. MCLAIN, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

_____
County Attorney
AC/lpk
4/21/03
cc-1207

PERFORMANCE BOND
(100% of Contract Price)
Seminole County Contract No. **CC-1207-03/BJC**

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of CONTRACTOR)

_____
(Address of CONTRACTOR)

Contractor's Telephone Number: _____

a _____, hereinafter
(Corporation, Partnership or Individual)

called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Surety's Telephone Number: _____

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of _____ DOLLARS, ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than one hundred percent (100%) of the Contract Price.

Seminole County's Telephone Number: _____(407) 665-7116_____
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the COUNTY, dated the _____ day of_____, 20___, a copy of which is hereto attached and made a part hereof for the construction of: **CC-1207-03/BJC**.

Legal description of the property: **Greenwood Lakes Water Treatment Plant. The property is located on 505 Wexdon Court, Lake Mary, Florida. More details in the construction drawings**.

General description of the Work: **The Contractor is responsible for all labor, materials, equipment. Transportation, coordination and incidentals necessary for the conversion of the Greenwood Lakes Water Treatment Plant from gaseous chlorine to liquid chlorine (sodium hypochlorite) for disinfection purposes. The work includes all necessary piping, site work, feed equipment, electrical work, and subsequent restoration of the construction area.**

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes and the Agreement referenced above, as the same may be amended.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and agreements of said Agreement including, but not limited to the insurance provisions, guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement, and

2. Pays COUNTY all liquidated damages, losses, damages, delay damages, expenses, costs and attorneys' fees, including costs and attorney's fees on appeal that COUNTY sustains resulting directly or indirectly from any breach or default by Principal under the Agreement, and

3. Satisfies all claims and demands incurred under the Agreement, and fully indemnifies and holds harmless the COUNTY from all costs and damages which it may suffer by reason or failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above referenced Agreement and the Contract Documents of which the Agreement is a part.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Agreement and the Contract Documents of which the Agreement is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to the COUNTY for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees and costs on appeal) resulting from any failure to perform.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the COUNTY harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder. This subsection shall survive the termination or cancellation of this Performance Bond.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Agreement under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered performance under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents, and (ii) Surety's offers to COUNTY to buy back the Bond. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principal's Work and be the completing Surety even if performance of the Principal's Work exceeds the Principal's Contract Price or (ii) re-bid and re-let the Principal's Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by COUNTY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon COUNTY's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by COUNTY and Principal without the Surety's knowledge or consent (ii) the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or

Principal or its estate as a result of any such proceeding. The filing of bankruptcy by the principal shall be an automatic default under the Agreement.

Any changes in or under the Agreement and Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance with Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement and Contract Documents.

The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20_____.

ATTEST:

By_____
(Principal) Secretary

Name_____
(Type)

(Corporate Seal)

_____
Witness to Principal

Name_____
(Type)

_____
Witness to Principal
Name_____
(Type)

_____
Principal (Contractor)

By_____

Name_____
(Type)
Title_____

Address_____

City/State/Zip_____

ATTEST:

By_____
(Surety) Secretary

Name_____
(Type)

(Corporate Seal)

_____
Witness as to Surety

Name_____
(Type)

_____
Witness as to Surety

Name_____
(Type)

_____
Surety

Phone No. _____
Fax No. _____

By_____
Attorney-in-fact

Name_____
(Type)

Address_____

City/State/Zip_____
Phone No. _____
Fax No. _____

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

MATERIAL AND WORKMANSHIP BOND
(10% of Final Contract Price)

KNOW ALL MEN BY THESE PRESENTS:

THAT WE _____, hereinafter referred to a "Principal" and _____, hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY in the sum of ten percent (10%) of the Contract Price as adjusted under the Contract Documents $_____ for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has constructed certain improvements and other appurtenances in that certain Project described as **CC-1207-03/BJC**; and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated _____, 20____, and filed with the Purchasing Division of Seminole County; and

WHEREAS, Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

NOW THEREFORE, the conditions of this obligation is such that if Principal shall promptly and faithfully protect the County against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from County, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this _____ day of _____, 20____.

Address:

_____

_____

_____

_____ (SEAL)
Principal

By:_____Its:_____
(If a Corporation)

ATTEST:_____Its:_____
(If a Corporation)

Address:

_____

_____

_____

_____ (SEAL)
Surety

By:_____
Its Attorney-in-Fact

Phone No._____

Fax No. _____

ATTEST:_____

Note: Date of the Bond must not be prior to the date of Final Completion. If Principal is a partnership, all partners shall execute the Bond. If Principal is a joint venture, then all venturers shall execute the Bond.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Maintenance Bond on behalf of Surety.

PAYMENT BOND

(100% of Contract Price)
Seminole County Contract Number: **CC-1207-03/BJC**

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of CONTRACTOR)

_____
(Address of CONTRACTOR)

Contractor's Telephone Number: _____

a_____, hereinafter after called (Corporation, Partnership, or Individual)

Principal, and_____)
(Name of Surety)

_____
(Address of Surety)

Surety's Telephone Number: _____

herein called Surety, are held and firmly bound unto_____ SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY", in the sum of _____ DOLLARS, ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

Seminole County's Telephone Number: _____(407) 665-7116_____

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the COUNTY, dated the _____day of _____, 20____, and made a part hereof the construction of: **: CC-1207-03/BJC**.

Legal description of the property: **Greenwood Lakes Water Treatment Plant. The property is located on 505 Wexdon Court, Lake Mary, Florida. More details in the construction drawings**.

General description of the Work: **The Contractor is responsible for all labor, materials, equipment. Transportation, coordination and incidentals necessary for the conversion of the Greenwood Lakes Water Treatment Plant from gaseous chlorine to liquid chlorine (sodium hypochlorite) for disinfection purposes. The work includes all necessary piping, site work, feed equipment, electrical work, and subsequent restoration of the construction area.**

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, Materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Agreement, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. This Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this Bond that a claimant's right of action on the Bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

3. This Bond is conditioned that the CONTRACTOR shall promptly make payments to all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the Work provided for in the Agreement.

Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, Materials or supplies shall, within forty-five (45) days after beginning to furnish labor, Materials or supplies for the prosecution of the Work, furnish the CONTRACTOR with a notice that he intends to look to the Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, Materials or supplies shall within ninety (90) days after performance of the labor or completion of delivery of the Materials or supplies, or, with respect to rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the Materials or supplies and of the nonpayment. No action for the labor, Materials or supplies may be instituted against the CONTRACTOR or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the Materials or supplies.

4. Any changes in or under the Agreement or Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance with the Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement or Contract Documents.

5. The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other. This Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes and not as a common law bond.

□

IN WITNESS WHEREOF, this instrument is executed this _____ day _____ of_____, 20_____.

ATTEST:

By_____
(Principal) Secretary

Name_____
(Type)

(Corporate Seal)

_____
Witness to Principal

Name_____
(Type)

_____
Witness to Principal

Name_____
(Type)

_____
Principal

By_____

Name_____
(Type)

Title_____

Address_____

City/State/Zip_____

ATTEST:

By_____
(Surety) Secretary

Name_____
(Type)

(Corporate Seal)

_____
Witness as to Surety

Name_____
(Type)

_____
Witness as to Surety

Name_____
(Type)

_____
Surety

Phone No._____

Fax No. _____

By_____
Attorney-in-fact

Name_____
(Type)

Address_____

City/State/Zip_____

Phone No. _____

Fax No. _____

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is Partnership, all partners shall execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: GREENWOOD LAKES WATER TREATMENT PLANT – SODIUM HYPOCHLORITE FEED SYSTEM
COUNTY CONTRACT NO. CC-1207-03/BJC

Name of Bidder: McMahan Construction Co., Inc.

Mailing Address: P.O. Box 223, DeLand, FL 32721-0223

Street Address: 123 E. Indiana Avenue

City/State/Zip: DeLand, FL 32724

Phone Number: (386) 734-1071

FAX Number: (386) 738-2692

Contractor License Number: CG-C059437

TO: Purchasing Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. One (1) through Three (3), on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To Bidders.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the COUNTY by purchase.

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF BID: $ 215,000.00

Numbers

Two Hundred Fifteen Thousand and No Dollars

(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of $250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.

2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

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

Section 00100 - Bid Forms, including alternates and addendum, if any.
5% of Amount of Bid as Bid Security. More details in Bid Documents.
Section 00150 - Trench Safety Act Form
Section 00160 - Bidder Information Forms
Section 00300 - Non-Collusion Affidavit of Bidder Form
Section 00310 - Certification of Nonsegregated Facilities Form
Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 9th day of April, 20 03.

McMahan Construction Co., Inc.
(Name of BIDDER)

(Signature of person signing this BID FORM)

John Justus, Jr.
(Printed name of person signing this BID FORM)

Executive Vice President
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS bidder's bond

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

TRENCH SAFETY ACT (if applicable for this project)
SECTIONS 553.60-553.64, FLORIDA STATUTES

NOTICE TO BIDDERS:

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs **are not a separate pay item.** The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

TRENCH SAFETY MEASURE	UNITS OF MEASURE	QUANTITY	UNIT COST	EXTENDED COST
SLOPED BANKS	LF	100	$1.00	$100.00

TOTAL $ 100.00

John Justus, Jr., Exec. Vice President
Printed Name

Signature

McMahan Construction Co., Inc.
Bidder Name

April 9, 2003
Date

BIDDER INFORMATION

Bidder shall complete the following information and include with their bid submittal.

Bidder Information

CONTRACTING OFFICER	TITLE	OFFICER'S FULL LEGAL NAME
*	President	Robert Kellogg
	Executive Vice President Vice President	John Justus, Jr. Paul Larson
	Secretary	Lynne Raborn
	Treasurer	Lynne Raborn
	Resident Superintendent	Elmer Talbert

Indicate with an asterisk (*) in the first column, which officer will sign the resulting contract. If other than the President, include a copy of the corporate resolution which gives express authority for execution of the specific proposal and contract documents. Each Bidder must assure that the officer information provided is in accordance with the Bidder's corporate registration supplied to the Secretary of State.

EXPERIENCE OF BIDDER

NAME OF BIDDER McMahan Construction Co., Inc.

The Bidder shall complete and provide the following information regarding experience within the past three years in this particular project work.

Bidder must demonstrate ability to construct projects of similar complexity, nature and size of this project. Under Client's Name and address, please include Contact's name, Telephone Number and Fax Number.

DATE OF CONTRACT	NAME OF PROJECT AND LOCATION	CLIENT'S NAME & ADDRESS TELEPHONE AND FAX #'S	CONTRACT AMOUNT
	See Attached		$
			$
			$
			$
			$
			$

Do you have any similar work in progress at this time? X Yes ____No

Length of time in business: 33 Years

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

Year	Job #	Name/Description	Contract Amount	Owner Contact/Phone #	Engineer Contact/Phone #	% Complete
2002	1114	BVL SLUDGE TANK REHAB.	$ 42,000.00	FLORIDA WATER SERVICE Jan Spry (407) 598-4181	FLORIDA WATER SERVICE Jan Spry (407) 598-4181	100
2002	1115	PALM COAST WELL #42 ACTIVATION	$ 103,000.00	FLORIDA WATER SERVICE Steve Flanagan (386) 455-3311 x6151	FLORIDA WATER SERVICE Jan Spry (407) 598-4181	3
2002	1116	WINTER GARDEN WTP #4	$ 1,544,000.00	CITY OF WINTER GARDEN Charlie Tinch (407) 656-4291	WCG, INC. Stanley Keely (407) 647-6623	0
2002	1117	DELTONA LAKES WELL #38	$ 1,068,000.00	FLORIDA WATER SERVICES Mike Dunn (407) 598-4181	FLORIDA WATER SERVICES Mike Dunn (407) 598-4181	4
2002	1118	APOPKA SHEELER ROAD WELL #6	$ 89,015.00	GC: DIVERSIFIED DRILLING CORP. Adrian Allen (407) 291-4755	CITY OF APOPKA Bob Elmquist (407) 703-1700	100
2003	1120	ORMOND LIFT STATION REHAB.	$ 185,000.00	CITY OF ORMOND BEACH Jim Tew (386) 677-0311	QUENTIN L. HAMPTON & ASSOCIATES Rick Fernandez (386) 767-6810	12
2003	1121	HALIFAX INTERIM WWP	$ 832,000.00	VOLUSIA COUNTY Scott Mays (386) 740-5813	QUENTIN L. HAMPTON & ASSOCIATES Brad Blais (386) 767-6810	16
2003	1122	WESTSIDE U.V. DISINFECTION FACILITIES		CITY OF DAYTONA BEACH J.R. Sloane (386) 258-3181	McKIM & CREED, P.A. Mark Veenstra (386) 343-1048	0
2003	1123	HERMIT'S COVE WTP IMPROVEMENTS	$ 239,500.00	FLORIDA WATER SERVICES Mike Dunn (407) 598-4181	FLORIDA WATER SERVICES Mike Dunn (407) 598-4181	12

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

Year	Job #	Name/Description	Contract Amount	Owner Contact/Phone #	Engineer Contact/Phone #	% Complete
2001	1097	ALAFAYA WWTP MODIFICATIONS	$ 1,111,000.00	ALAFAYA UTILITIES, INC. Bryan Congre (407) 869-1919	BOYD ENVIRONMENTAL ENGINEERING Jim Boyd (407) 645-3888	100
2001	1098	PALM COAST WELL #43	$ 99,000.00	FLORIDA WATER SERVICE Steve Flanagan (386) 455-3311 x6151	FLORIDA WATER SERVICE Jan Spry (407) 598-4181	100
2001	1100	AMMONIA TANK RELOCATION	$ 21,240.00	CITY OF DAYTONA BEACH J.R. Sloane (386) 258-3181	CITY OF DAYTONA BEACH J.R. Sloane (386) 258-3181	100
2001	1101	ORMOND 2000 WTP IMPROVEMENTS	$ 1,661,132.00	CITY OF ORMOND BEACH John Noble (386) 676-3269	CAMP, DRESSER & McKEE, INC. David Prah (407) 660-2552	100
2001	1102	APPLE VALLEY WATER PLANT	$ 558,700.00	FLORIDA WATER SERVICE Jan Spry (407) 598-4181	FLORIDA WATER SERVICE Jan Spry (407) 598-4181	100
2001	1103	LCI WELLS	$ 76,400.00	DIVERSIFIED DRILLING Hershel Scott (407) 291-4755	A.D. MORGAN & ASSOCIATES George Wall (352) 671-3016	100
2001	1104	POINCIANA WP#2 GST	$ 782,000.00	AVATAR PROPERTIES, INC.	BOYD ENVIRONMENTAL ENGINEERING, INC. Jim Boyd (407) 645-3888	100
2001	1105	SPRUCE CREEK WTP WELLS	$ 212,000.00	VOLUSIA COUNTY Scott Mays (386) 740-5813	CPH ENGINEERS, INC. Allen Baker (386) 736-4142	100
2001	1106	BANANA RIVER PUMP STATION	$ 717,500.00	CITY OF COCOA Hank Rowan (352) 639-7542	QUENTIN L. HAMPTON & ASSOCIATES David King (386) 767-6810	100
2002	1107	CHULUOTA WATER PLANT	$ 408,000.00	FLORIDA WATER SERVICES Mike Dunn (407) 598-4181	FLORIDA WATER SERVICES Mike Dunn (407) 598-4181	100
2002	1108	ORMOND SLUDGE FACILITY	$ 741,000.00	CITY OF ORMOND BEACH John Noble (386) 676-3269	PARSONS ENGINEERING SCIENCE Gary ReVoir (407) 316-9002	45
2002	1109	CASSELBERRY RECLAIM WATER PLANT EXP.	$ 1,373,000.00	CITY OF CASSELBERRY Bill Goucher (407) 262-7725	CPH ENGINEERS, INC. Steve Romano (407) 425-0452	93
2002	1110	FLAGLER BEACH WWTP IMPROVEMENTS	$ 755,000.00	CITY OF FLAGLER BEACH Roger Stevens (386) 517-2029	HARTMAN & ASSOCIATES, INC. Jennifer Woodall (407) 839-3955	47
2002	1111	INDIAN HILLS WTP SODIUM HYPOCHLORITE FS	$ 136,000.00	COUNTY OF SEMINOLE James Thompson (407) 323-9615	REISS ENVIRONMENTAL ENGINEERING Ed Talton (407) 679-5358	100
2002	1112	COUNTRYSIDE LIFT STATION	$ 194,000.00	CITY OF PORT ORANGE Roger Smith (386) 761-8000	QUENTIN L. HAMPTON & ASSOCIATES, INC. David King (386) 761-6810	100
2002	1113	DAYTONA BEACH SHORES WW EXP PROGRAM	$ 859,413.00	GENERAL CONTRACTOR: R.A. SCOTT CONSTRUCTION CO.	HARTMAN & ASSOCIATES, INC. Troy Layton (407) 839-3955	4

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Florida)
)ss
County of Volusia)

John Justus, Jr., being first duly sworn, deposes and says that:

(1) He is Exec. Vice President, of McMahan Const. Co., Inc., the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Agreement for which the attached Bid has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners, Seminole County, Florida, or any person interested in the proposed Agreement; and

(5) The prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed: John Justus Jr

Printed Name: John Justus, Jr.

Title: Executive Vice President

STATE OF FLORIDA)
) ss
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 9th day of April, 20 03, by John Justus, Jr. who is personally known to me or who has produced n/a identification.

Print Name Lynne Raborn
Notary Public in and for the County and State Aforementioned

My commission expires: Lynne Raborn My Commission CC847094 Expires July 25, 2003

ATTACH AND INCLUDE THIS PAGE OF NON-COLLUSION AFFIDAVIT OF BIDDER AS PART OF BID FORM; FAILURE TO DO SO SHALL BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: April 9, 2003

By: John Justus Jr.

Print Name: John Justus, Jr.

Title: Executive Vice President

Official Address:

123 E. Indiana Avenue

DeLand, FL 32724

(Include Zip Code)

ATTACH AND INCLUDE THIS PAGE AS PART OF BID FORM; FAILURE TO DO MAY BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

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

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

CONTRACTOR: McMahan Construction Co., Inc.

Signature: John Justus Jr.

Printed Name: John Justus, Jr.

Title: Executive Vice President

Date: April 9, 2003

Affix Corporate Seal

STATE OF FLORIDA)
) ss
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 9th day of April, 20 03, by John Justus, Jr. of McMahan Construction Co., Inc. firm), on behalf of the firm. He/She is personally known to me or has produced n/a identification.

Lynne Rabom

Print Name Lynne Rabom
Notary Public in and for the County
and State Aforementioned

My commission expires: Lynne Rabom My Commission CC847094 Expires July 25, 2003