

City of South Daytona
Office of the City Manager

1672 S. Ridgewood Avenue • South Daytona, FL 32119 • 386/322-3014



MEMORANDUM

To: James L. Gillis Jr., City Manager
From: Becky Witte, Deputy City Clerk
Re: Consideration of awarding the Rehabilitation of Sanitary Sewer Manholes and Wet Wells (Bid No. 23-B-012) to Danus Utilities on an as needed basis within budgeted allocations per fiscal year.
Date: June 2, 2023

An important part of the sanitary sewer rehabilitation process is the lining and rehabilitation of sewer manholes. As sewer manholes age, the grout in between the brick walls start to shrink and groundwater can pour in the gaps. This groundwater costs the City thousands of dollars a year in additional sewer treatment costs. To eliminate this issue, manholes can be lined or simply re-grouted to prevent this intrusion. Sewer manhole rehabilitation can be completed by pipe lining companies but traditionally it has been conducted by underground contractors. As such, staff handled this specialty work under a separate bidding process from the sewer pipe lining project.

In May, staff solicited bids for rehabilitation of manholes and wet wells. Sanitary sewer manhole and wet well rehabilitation covers the following type of repairs:

1. Lining and sealing of manholes and wet wells.
2. Replacement of manhole ring and cover.
3. Raising of existing manhole ring and cover to existing or above grade.
4. Manhole Inflow Dish.
5. Manhole Chimney Seal.

Proposals were received until Tuesday, May 30, 2023, at which time the submitted bids were publicly opened in the City Council Chamber Room located inside City Hall.

The following responses received to our purchasing request:

<u>Bidder</u>	<u>Address</u>
Atlantic Pipe Services LLC	1420 Martin Luther King Jr. Blvd. Sanford, Florida 32771
Danus Utilities Inc	2320 Beardall Avenue Sanford, Florida 32771

Staff recommends awarding Rehabilitation of Sanitary Sewer Manholes and Wet Wells (Bid No. 23-B-012) to Danus Utilities on an as needed basis within budgeted allocations per fiscal year.

If approved the agreement will be for two (2) years with the option for an additional two (2) year term.

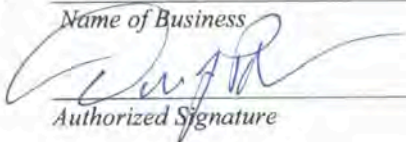
SECTION 8: BID FORMS

BID FORM 8A: BID SUBMITTAL CHECKLIST

- ☒ Form 8B: Acknowledgement and Pricing Proposal
- ☒ Form 8C: Drug Free/Tie Preference Statement
- ☒ Form 8D: Public Entity Crimes Statement
- ☒ Form 8E: Anti-Collusion Statement
- ☒ Form 8F: Statement of Vendor Qualifications
- ☒ Form 8G: Professional References for Previous Experience
- ☒ Form 8H: Listing of Subcontractors
- ☒ Form 8I: Bid Proposal
- ☒ Standard Agreement for Services Will be signed if awarded.
- ☐ Attachment: Bid Proposal See 8I
- ☒ Copy of License(s)
- ☒ Insurance Certificate
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) copy.

BY: Danus Utilities, Inc.

Name of Business


Authorized Signature

Daniel J Pardus - President

Printed Name and Title

5/30/2023

Date

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8B: Bid Form
Acknowledgement and Pricing Proposal**

PROJECT IDENTIFICATION: REHABILITATION OF SANITARY SEWER MANHOLES & WET WELLS

BID IDENTIFICATION AND NUMBER: BID NO. 23-B-012

THIS BID IS SUBMITTED TO:

**CITY OF SOUTH DAYTONA
OFFICE OF THE CITY MANAGER
1672 S. RIDGEWOOD AVENUE
SOUTH DAYTONA, FLORIDA 32119**

Name of Bidder: Danus Utilities, Inc.

Mailing Address: _____

Street Address: 2320 Beardall Ave

City/State/Zip: Sanford, FL 32771

Phone Number: (386) 804-0068 FAX Number: (407) 878-1254

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of South Daytona adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I propose and agree, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation and labor and to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

I will accept as full compensation for completion of the project in full compliance with the Contract Documents, the lump sum price for the work items submitted herein with this Bid.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of South Daytona City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this Invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum Number: 1 Date: 5/17/2023 Addendum Number: _____ Date: _____
Addendum Number: _____ Date: _____ Addendum Number: _____ Date: _____

Please note that the City may award contracts to multiple contractors.

BID

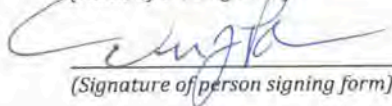
The undersigned offers to furnish all materials, equipment and labor for construction of the "BID NO. 23-B-012, REHABILITATION OF SANITARY SEWER MANHOLES & WET WELLS," for the City of South Daytona, Florida, complete in every respect in strict accordance with the drawings, specifications, exhibits, figures and any future changes therein.

The bid price as outlined in Bid Form 8J is attached.

IN WITNESS WHEREOF, Bidder has hereunto executed this form this 30 day of May, 2023.

Danus Utilities, Inc.

(Name of Bidding Firm)


(Signature of person signing form)

Daniel J Pardus - President

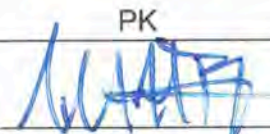
(Printed name and Title of person signing form)

STATE OF FLORIDA
COUNTY OF SEMINOLE

This document was sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this 30 day of May, 2023.

he/she is personally known to me or has presented _____ PK as identification.




Notary Public
My Commission Expires: October 23, 2025

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8C:
Drug-Free Preference Statement**

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

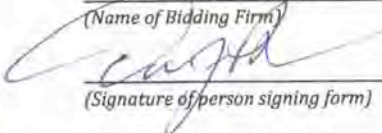
In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Danus Utilities, Inc.

(Name of Bidding Firm)


(Signature of person signing form)

Daniel J Pardus - President

(Printed name and Title of person signing form)

STATE OF FLORIDA
COUNTY OF SEMINOLE

This document was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 30 day of May, 2023, he/she is personally known to me or has presented PK as identification.


Notary Public
My Commission Expires: October 23, 2025

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.



BID FORM 8D:
Public Entity Crimes Statement

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant who, being by me first duly sworn, made the following statement:

This sworn statement is submitted with Bid, Proposal or Contract No. 23-B-012 for
City of South Daytona.

This sworn statement is submitted by
Danus Utilities, Inc. whose business address

is 2320 Beardall Ave, Sanford, FL 32771 and (if applicable)

its Federal Employer Identification Number (FEIN) is 27-0404772. (If the

entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.)

My name is Daniel J Pardus and my relationship to the entity named above is

President.

(relationship such as sole proprietor, partner, president, vice president)

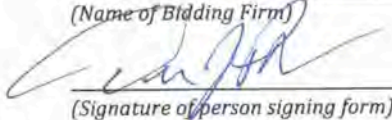
- (1) I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
- (2) I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
- (3) I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
- (4) I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- (5) Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

- X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Danus Utilities, Inc.

(Name of Bidding Firm)


(Signature of person signing form)

Daniel J Pardus - President

(Printed name and Title of person signing form)

STATE OF FLORIDA

COUNTY OF SEMINOLE

This document was sworn to (or affirmed) and subscribed before me by means of X physical presence or online notarization, this 30 day of May , 2023, he/she is personally known to me or has presented PK as identification.




Notary Public
My Commission Expires: October 23, 2025

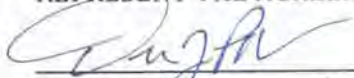
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8E:
Anti-Collusion Statement

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF SOUTH DAYTONA.


(Signature of person signing form)

Daniel J Pardus - President
(Printed name and Title of person signing form)

Name of Bidder: Danus Utilities, Inc.

Address: _____
2320 Beardall Ave

City/State/Zip: Sanford, FL 32771

Phone Number: (386) 804-0068 FAX Number: (407) 878-1254

FEIN Number: 27-0404772

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of South Daytona.

NO BID (REASON): N/A

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

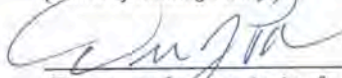
BID FORM 8F:
Statement of Vendor Qualifications

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in this Form is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- (1) Name of Vendor. Danus Utilities, Inc.
- (2) Permanent main office address. 2320 Beardall Ave, Sanford, FL 32771
- (3) Date organized. June 2009
- (4) If a corporation, where incorporated. State of Florida
- (5) How many years have you been engaged in the contracting business under your present firm or trade name? 14 Years
- (6) Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) SEE ATTACHMENT 1
- (7) General character of work performed by your company. Certified Underground Utilities and Excavation Contractor
- (8) Have you ever failed to complete any work awarded to you? If so, where and why? No
- (9) Have you ever defaulted on a contract? If so, where and why? No
- (10) List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. SEE Attachment 2
- (11) List your major equipment currently owned or leased. SEE ATTACHEMENT 3
- (12) Experience in work similar to this type of project. SEE ATTACHMENT 4
- (13) Background and experience of the principal members of your organization, including the officers. See Attachment 5 - Resumes
- (14) The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Vendor Qualifications.

Danus Utilities, Inc.

(Name of Bidding Firm)


(Signature of person signing form)

Daniel J Pardus - President

(Printed name and Title of person signing form)

STATE OF FLORIDA

COUNTY OF SEMINOLE

This document was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 30 day of May, 20 23, he/she is personally known to me or has presented PK as identification.


Notary Public

My Commission Expires: October 23, 2025

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.



A7-1



2320 Beardall Ave, Sanford, FL 32771 • P.O. BOX 291671, Port Orange, FL 32129 • (386) 233-5588
State License # CUC 1224744

OPEN CONTRACTS				
	EST. COMPLETION	CONTRACT NAME	OWNER INFORMATION	VALUE
	October 2023	Temple Terrace Tree Top Lift Station	City of Temple Terrace	\$ 760,925.00
	November 2023	Titusville Cuaseway LS Improvements	City of Titusville	\$ 775,825.00
	February 2023	Brevard County Lift Station M-16	Brevard County	\$ 2,668,550.00
	January 2023	Brevard County Lift Station S-26	Brevard County	\$ 946,000.00
	January 2024	Manhole Rehab for Willow Run	City of Port Orange	\$ 641,821.88

Job References				
START DATE	COMPLETE DATE	DESCRIPTION	OWNER INFORMATION AND CONTACTS	VALUE
12/2021	4/2022	City of Palm Bay: Lift Station 21 Rehabilitation. Work consisted of by-passing the location, prep, and cleaning wet-well. Equipment removal with demolition of old top slab. Installed discharge piping and valve assembly along with new top slab and hatch. Coated wet-well as well.	City of Palm Bay 120 Malabar Rd, Suite 200 Palm Bay, FL 32907	\$ 99,000.00
3/2021	11/2021	City of Temple Terrace: Lift Station 5A. This project included the rehabilitation of Lift Station 5A with the installation of a new wet well (precast well and top slab), 3 new submersible pumps, all piping (12" and 24") associated with the lift station (header piping, valve vault piping and appurtenances). The inside of the receiving gravity manhole is to be rehabilitated/re-coated. Demo of previous lift station building as well as restoration of the lot.	City of Temple Terrace 11250 N. 56th Street Temple Terrace, FL 33617 Engineering: Kimley-Horn Mike Semago Mike.Semago@kimley-horn.com	\$ 1,979,790.80
12/2020	7/2021	City of Daytona Beach: Clyde Morris Manholes Rehabilitation Project consisted of the rehabilitation of 29 manholes. They were lined using Urathane or epoxy coating. Some were located in the pavement and had ring and cover replacement. Bench and invert work was done where it had been lacking.	City of Daytona Beach 301 S Ridgewood Avenue Daytona Beach, FL 32114 Jeff Lane 386-671-8513 lanejeff@codb.us	\$ 231,682.50
10/2020	4/2021	The work consisted of the Mayo Clinic (PS 114), Corpus Christi (PS 115), and I-95 Rest Area (Mile Marker 302) North Bound (PS 118) Lift Station Upgrades project required the contractor to furnish all labor, materials, equipment, and incidentals necessary for improvements to the listed lift stations located in Saint Augustine, FL. Work included bypass pumping, demolition, raising existing wet wells and influent manholes, new wet well tops and hatches, new submersible pumps, new force main piping, valves, and appurtenances, and connection to existing force main, electrical and instrumentation. Coordination with FPL, fencing, site work, and permitting per all applicable St. Johns County Utility Department (SJCU) standards and as provided in the Contract documents.	St. Johns County 500 San Sebastian View St. Augustine FL 32084 Teri Pinson, P.E. (904) 209-2604	\$ 1,004,847.00
9/2020	5/2021	City of Casselberry - ITB-2019-0525 PW 1811 SEMINOLA MASTER LIFT STATION RENOVATION: Consists of the rehabilitation and replacement of equipment, materials, and/or structures at the Seminola Master Lift Station, including installation of a new concrete wet well; rehabilitation of the existing wet well to an influent manhole; installation of new submersible pumps, piping and fittings, control panel, electrical wiring, concrete and asphalt driveway, and emergency generator and fuel tanks and restoration of the site.	City of Casselberry Tara Lamoureux City of Casselberry 95 Triplet Lake Drive Casselberry, FL 32707 (407) 262-7725, ext. 1228 Engineering: Reiss Engineering Eric Gassen: 407-679-5358 EGassen@charonpanies.com	\$ 1,203,442.65
5/2020	12/2020	Brevard County: Rehabilitation of Lift Station T-09. Work consisted of by-passing the location, prep and installation of wet well fiberglass liner, install of 12" wet well top slab and hatch, install of 6" gate valve, force main discharge piping and valves, install of 40' ROHN Tower, antenna, conduit, and wiring.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Robert Edmiston 321-617-7391 robert.edmiston@brevardfl.gov	\$ 155,500.00
2/2020	6/2020	City of West Melbourne: Rehabilitation of 4 Lift Stations (including: installation and wiring of city supplied control panels, installation of fiberglass liners and floors. Installation of HDPE discharge piping, duplex guide rail systems, wet-well top slabs, pipes, valves, and fittings. Removal of debris and restoration.	City of West Melbourne 1415 Henry Ave. West Melbourne, FL 32904 Mike DeBerry 321-727-3710 Michael.DeBerry@jacobs.com	\$ 401,876.00
1/2020	6/2020	City of Winter Park - Lift Station 66 Rehabilitation. Work consisted of high pressure water blasting, controlled by-passing at 500 GPM, application of Raven 405 Epoxy coating, installed new stainless-steel base plates and base elbows, installed new top slab, and installed new 4" piping.	City of Winter Park Water and Sewer Admin 1409 Howell Branch Rd. Bldg. #1 Winter Park, FL 32789 Lon Katschor 407-599-3254 lkatschor@cityofwinterpark.org	\$ 78,733.70
11/2019	4/2020	City of West Melbourne: WWTP Headworks Structure, Floor, and Walls Coating. Provided all labor, materials, equipment, and all supervision necessary to prepare and coat the interior of existing concrete structures. Patched/Repaired all minor voids as necessary with Raven approved repair mortars up to 1/2" thick. The top was coated with Raven 405 Ultra Build Epoxy at 200 mil thick. The monolithic epoxy coating of entire structure inspected with high voltage Holiday detection equipment.	City of West Melbourne 1415 Henry Ave. West Melbourne, FL 32904 Mike DeBerry 321-727-3710 Michael.DeBerry@jacobs.com	\$ 143,814.00



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State License # CUC 1224744

Job References				
START DATE	COMPLETE DATE	DESCRIPTION	OWNER INFORMATION AND CONTACTS	VALUE
10/2019	4/2020	Flagler Rehabilitation Project: Rehabilitation of 3 lift stations in the City of Flagler Beach. Work consisted of removing and replacing pumps, elbows, stainless rails, check/plug valves, concrete slabs, etc.	City of Flagler Beach 105 S 2nd St. Flagler Beach, FL 32136 Alliant Engineering, Inc. 7406 Fullerton St, Suite 110 Jacksonville, FL 32256 Marcus DePasquale 904-683-8352	\$ 305,655.00
11/2019	1/2020	City of Macclenny CDBG 18 NR Lift Station Rehabilitation and Replacement: The Project consists of constructing three (3) new duplex submersible pump stations; rehabilitating two (2) duplex self-priming pump stations; associated gravity sewer and force main work; bypass pumping; demolition; sitework; electrical, including emergency standby generators; and associated restoration.	Macclenny, FL 118 E Macclenny Ave. Macclenny, FL 32063 Mittauer & Associates, Inc. 580-1 Wells Road Orange Park, FL 32073 Tim Norman 904-278-0030	\$ 1,029,213.00
01/2020	04/2020	Brevard County Lift Station 5-04: The project consists of the installation of the proposed Lift Station 5-04, including but not limited to; the rehabilitation of the existing wet well, installation of a new wet well, pumps, risers, valves, piping, valve pad, control panel, and associated electrical components, telemetry infrastructure, and the associated instrumentation and controls; gravity wall, sidewalk, and guiderails; and all other incidentals necessary to complete the work in accordance with the Contract Documents.	Brevard County, FL 2725 Judge Frank Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Owen.Callard@brevardfl.gov Engineering: Bussen-Mayer Scott Nickle 321-453-0010	\$ 781,135.00
09/2019	04/2020	City of Temple Terrace Lift Station A: This project consists of the rehabilitation of an existing lift station and installation of approximately 30 LF of 8" DI Forcemain. Lift station rehabilitation includes replacing all pumps, wet well piping, fittings, valves and lining the existing wet wells.	City of Temple Terrace 11250 N. 56th Street Temple Terrace, FL 33617 Engineering: Kimley-Horn Mike Semago Mike.Semago@kimley-horn.com 727-498-3633	\$ 296,890.00
10/2019	02/2020	City of Holly Hill Lift Station 13 Rehabilitation: The rehabilitation of the City of Holly Hill Lift Station #13 includes the conversion of the can lift station into a submersible station. Work includes bypass pumping, demolition of (2) existing pumps, piping, and valves to abandon pump can. Installation of two (2) new submersible pumps, top slab, piping, valves, valve vault, electrical panel and control panel.	City of Holly Hill 1065 Ridgewood Ave. Holly Hill, FL 32117 Rick Glass 386-566-1600 rglass@hollyhillfl.org Engineering: Mead & Hunt Kevin Lee 386-414-5053	\$ 240,430.00
10/2019	01/2020	Holiday Isle Lift Station Improvements: Installation of new 8 ft diameter precast concrete wetwell and 5 ft diameter precast doghouse/pour-in-place receiving manhole, coating the existing and proposed wetwell/manhole interior with Raven405 or approved equal, precast concrete top slab with Holiday Isle Lift Station access hatch, 316 stainless steel piping, valves, guide rails, pump bases, submersible pumps, diesel bypass pump, and water service for lift station, relocation/replacement of existing 4" and 6" backflow preventers, concrete slabs/driveway, concrete masonry block wall with stucco finish and cantilever gate, electrical rack including control panel, explosion-proof terminal boxes, RTU, electrical wiring, service disconnect, and electrical meter per SJ/CUD standards, temporary bypass pumping and demolition / removal of existing lift station components and building and conversion of the existing wetwell into a manhole.	St. Johns County Purchasing Dept. 500 San Sebastian View St. Augustine FL 32084 James Overton 904-209-2514 joverton@sjcl.us	\$ 399,010.00
05/2019	11/2019	City of Ormond Beach Lift Stations 3M, Tomoka Meadows, & Ashford Lakes Improvements: The work consists of improvements to Lift Stations 3M, Tomoka Meadows & Ashford Lakes. For Lift Station 3M, electrical and control improvements; including voltage change and SCADA reprogramming; wet well top slab replacement; removal of fiberglass pole and light fixture; bypass pumping; installation of new light on existing concrete pole; new drain line. For the Lift Station at Tomoka Meadows, work consists of removal of a fiberglass pole and light fixture, installation of a new light on existing concrete pole.	City of Ormond Beach 22 South Beach Street Ormond Beach, FL 32174 Ron Burk 386-676-3368 Ron.Burk@ormondbeach.org Engineering: McKim & Creed, Inc. 139 Executive Circle, Suite	\$ 378,400.00



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Job References				
START DATE	COMPLETE DATE	DESCRIPTION	OWNER INFORMATION AND CONTACTS	VALUE
04/2019	11/2019	Brevard County Lift Station N-04 Demolition & Gravity Line Installation- The project consisted of replacing an existing sanitary sewerage lift station with a new sanitary sewerage gravity main and all other incidentals necessary to complete the work in accordance with the Contract Documents. The incoming waste water flow to the existing station must be continuously pumped at all times; this required the contractor to provide a means of pumping during down times of the existing station due to construction or change over to new gravity main.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Owen.Callard@brevardfl.gov Engineering: Honeycutt and Associates: Rodney Honeycutt: 321-269-7847	\$ 421,993.00
06/2019	11/2019	Brevard County Lift Station T-45 Rehabilitation The project involved complete rehabilitation of an existing duplex, submersible sanitary sewer lift station.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Owen.Callard@brevardfl.gov	\$ 108,600.00
05/2019	10/2019	Lift Station 60 Automatic Transfer Switch Upgrade Contractor was responsible for providing labor and materials to install a new three-way bypass/isolation valve system on the existing 30" DIP Force Main at lift station 60. The bypass valve required a valve vault. Contractor provided the excavation and restoration required. Affected areas were restored to grade and sodded. Contractor ensured all work meets the UCN58 wastewater rules and standards.	Utilities Commission, City of New Smyrna Beach 200 Canal Street New Smyrna Beach, FL 32168 Darren Phegley: 386-275-2475 dphegley@ucnsb.org	\$ 836,539.40
01/2019	09/2019	City of Groveland Sunshine Parkway WWTF Headworks Relining Trench excavation, addition of 16" diameter raw wastewater piping, and lining of two effluent boxes in existing headworks structure.	City of Groveland 156 South Lake Avenue Groveland, FL 34736 Ricky Rodriguez: 352-557-1109	\$ 124,749.50
01/2019	05/2019	City of Cocoa - Lift Station 29 Gravity Main - This project involves the removal, grade correction and replacement of approximately 100 lineal ft of 10" gravity sewer.	City of Cocoa 65 Stone Street Cocoa, FL 32922 Chris Collier 407-616-1921 ccollier@cocoafll.org County Engineering	\$ 167,850.00
01/2019	04/2019	Brevard County Lift Station T-14 Rehabilitation The project consists of the rehabilitation of Lift Station T-14 to include rehabilitation of existing wet well; demolition of underground valve box and its replacement with an aboveground valve pad; replacement of the pumps, base elbows, discharge piping, guiderail system, valves / fittings, electrical and RTU panels; and connection to the existing force main. The project also involves bypass pumping during rehabilitation and site restoration such as construction access driveway and replanting of the screening hedge after completion of rehabilitation.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Owen.Callard@brevardfl.gov	\$ 340,800.00
04/2018	10/2018	Lift Stations 2A and 2B Rehabilitation - Including: By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Owen.Callard@brevardfl.gov Engineering: Honeycutt and Associates: Rodney Honeycutt: 321-269-7847	\$ 644,500.00
06/2018	10/2018	Brevard County Lift Station X-15 Rehabilitation - The project consists of relocating three existing blowers from inside a building to outside; construction of a pre-engineered canopy; replacement of existing air piping and valves; temporary blower equipment and piping as necessary to maintain continuous operation of the facility.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Owen.Callard@brevardfl.gov Engineering: Wade Trim Inc. Rodrigo Cruz 321-728-3389	\$ 110,800.00
8/2017	09/2018	Town of Longboat Key - 7 Lift Station Rehabilitation Project - Including: By-pass pumping. Replacement of pipes, valves and fittings, base plates, guide rails, topslab and hatches and coatings.	Town of Longboat Key 501 Bay Isle Road Longboat Key, FL 34228 Brad Walter - 941-316-1999 bwalter@longboatkey.org Engineering: Town of Longboat Key 321-269-7847	\$ 557,969.51
01/2018	06/2018	Seminole Tribe of Florida - Hollywood Police Station Rehabilitation - This sewer lift station rehabilitation project generally consists of demolishing the major components of the existing lift station, except for the wet well, and reconstructing with new components in accordance with STGF Public Works.	Seminole Tribe of Florida 6300 Suring Road Hollywood, FL 33024 Rudy Garcia - 954-966-6300. RudyGarcia@seminoletribe.com Engineering: Jacobs Engineering- Walmer Martinez - 787-901-1627	\$ 233,150.00



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Job References				
START DATE	COMPLETE DATE	DESCRIPTION	OWNER INFORMATION AND CONTACTS	VALUE
02/2017	02/2018	Brevard County - Lift Station C-12 Rehabilitation - The project consists of rehabilitation of Lift Station C-12 to include rehabilitation of the existing wet well; removal and disposal / salvaging of existing pumps, valves, fittings and piping from the dry pit; demolition of the top five (5) feet of dry pit and filling it with suitable soil; construction of an above ground valve pad; installation of new pumps, base elbows, discharge piping, valves, and fittings and connection to the existing force main; installation of a electrical control panel, pedestal box, RTU panel with antenna. The project also involves site improvements including construction of a fence with gate and an access driveway. By-pass pumping of the wastewater during the rehabilitation of the lift station is included and all other incidentals necessary to complete the work in accordance with the Contract Documents.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard: 321-633-2089 Owen.Callard@brevardfl.gov	\$ 234,580.00
12/2016	01/2018	Brevard County Lift Stations S-09 and S-15 Replacement - Bid No. B-4-16-88: Including - The project consists of replacing two (2) existing "dry-well" lift stations with new submersible lift stations (Using Tremmie method), including new valve pads, tie-in to the existing force mains, new power service, new control panel, new telemetry tower (with a 3KVA step down transformer), site grading, chain link fence and gates, new access driveway.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Owen.Callard@brevardfl.gov Engineering: Honeycutt and Associates: Rodney Honeycutt: 321-269-7847	\$ 1,205,242.00
09/2017	01/2018	Brevard County - Lift Station S-17 Replacement - Replace the existing dry well/wet well S-17 Lift Station within the public Right-of-Way for Burns Boulevard. The new lift station will consist of a 10 foot diameter wet well and twin 10 horsepower submersible pumps. A proposed 10 inch force main will connect to an existing 10 inch force main located within Burns Boulevard. The existing dry well will be cut down below grade and filled with sand. The existing wet well will be converted to a terminal manhole and all other incidentals necessary to complete the work in accordance with the Contract Documents.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard: 321-633-2089 Owen.Callard@brevardfl.gov Engineering: Honeycutt and Associates: Rodney Honeycutt: 321-269-7847	\$ 499,948.00
01/2017	08/2017	SSNOCWTA - Winter Park Central Lift Stations Improvements - 2015.16-33: Including By-pass, Demolition of existing equipment, replacement of risers, replacement of piping valves and fittings. Concrete/grout repair for base plates and voids. Installation of steel plate for riser pipes, wet well catchment bowl and drop pipe, guide rails, swing gate, crane hoist and runway beam, sluice gate, hatches for effluent vault, wet well and influent control structure, wet well and influent control structure liners. Replace electrical and instrumentation. Canopy structure and restoration.	South Seminole & Orange County Waste Water Transmission Authority 410 Lake Howell Rd, Maitland, FL 32751 Ed Gil DeRubio - 407-628-3419 Engineering: Reiss Engineering Eric Gassen: 407-679-5358. ergassen@REISSENG.com	\$ 589,093.50
02/2017	05/2017	City of Ormond Beach - Lift Station 8M-1 Improvements - BID NO. 2016-05: Work includes electrical improvements: replacement of the existing valve box; rehabilitation of the existing perimeter knee wall; wet well improvements, including replacement of the existing top slab, lining the existing wet well interior and replacement of the existing riser pipes, guide rails, brackets and pumps. In addition, the work includes removal of an existing camphor tree stump; lining of an existing manhole; replacement of a settled gravity sewer main and surface restoration.	City of Ormond Beach 22 South Beach Street Ormond Beach, FL 32174 Ron Burk: 386-676-3368 Ron.Burk@ormondbeach.org Engineering: McKim & Creed, Inc. 139 Executive Circle, Suite 201 Daytona Beach, FL 32114 Scott Spooner: 386-274-2828	\$ 216,050.00
12/2016	02/2017	City of Holly Hill Lift Station 16 Rehabilitation - BID NO. 16WW01: Including demolition, bypass pumping, supply and installation of PVF, pigging, electrical, directional drill of HDPE force main, tie-in to existing lift station and manhole, air release valve assembly, abandoning of existing force main, MOT and restoration.	City of Holly Hill 1065 Ridgewood Ave Holly Hill, FL 32117 Walt Smyzer wsmyzer@hollyhillfl.org 386-248-9463 Engineering: Quentin L. Hampton Associates 386-761-6810	\$ 236,640.00
08/2016	11/2016	Brevard County Lift Stations B-08 and B-11 Replacement - Bid No. B-4-16-13: Including: Demolition, bypass pumping, installation of gravity lines and manhole, installation of wet well, pumps, piping and valves, electrical, control panel, telemetry tower, antenna, and RTU, fence, gate, concrete driveway and ground cover, and restoration.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard: 321-633-2089 Owen.Callard@brevardfl.gov Engineering: Honeycutt and Associates: Rodney Honeycutt: 321-269-7847	\$ 830,950.00

Vehicles	
1	2015 Dodge 5500 Utility Truck w/ Auto Crane and Tools (2)
2	2000 Ford F-350 Utility Truck
3	2020 Ford F-450 Flatbed Truck
4	2020 Ford F-250 Blue Truck
5	2015 Ford F-250 Red Truck
6	2008 Chevrolet C4500 Duramax Flatbed
7	2009 Ford F-150 Red Truck
	2016 Ford F-150 Red Truck
8	2017 Ford F-150 Red Truck
9	2006 Ford F-150 Silver
Trailers	
1	2018 SureTrac Flat "Blue" Trailer
2	2015 Big Tex Flat "Black" Trailer
3	Big Tex 70PI Dewatering Trailer
4	2017 SureTrac Dump Trailer
5	2013 Big Tex 14LX Dump Trailer
6	2007 Drag Dump Hydraulic Dump
7	Vermeer 750 Gallon Vactor
8	2005 750 Super Vac
9	2019 Raven Spray Rig
By-Pumps	
1	2018 Godwin 8" By-Pass #1
2	Godwin 4" By-Pass
3	Godwin 4" By-Pass
4	DBA 4" Dewatering Pump
Machinery	
1	2013 CAT 304 Mini Excavator
2	2013 CAT 259 Skid Steer W/ Attachments
3	CAT 320E Excavator
4	2019 Cat Skid Steer
5	Bobcat 331 Mini Excavator
Miscellaneous Equipment	
1	McCoy HDPE Butt Fusion Machine
2	Central Thermoplast HDPE Electro Fusion Machine
3	Generators / Welders
4	Bosch Jack Hammer
5	ISC 695-F4 5HP Concrete Chain Saw
6	Stihl 14" Gas Chop Saws (3)
7	Confined Space Tripods
8	Gas Detectors
9	Hilti Chisel Hammer
10	Compactor / Tamper
12	Vacall Vactor Tuck
13	Sprinter Van Camera Truck
14	All Required Piping tools

Toho Water Authority

2019-2022 Various Manholes 325V.F.

Contact Multiple contractors

Marion County Florida

2019-2022 Various Manholes 125 V.F.

Contact Multiple Contractors

City of Daytona Beach

2019-2020 Various manholes 210 V.F. .

Contact Jeff Lane
407-314-8675
Lanejeff@codb.us

City of Apopka

2019-2022 Various Manholes 240 V.F.

Contact Jorge Garcia
321-356-8001
jgarcia@apopka.net

Regional Utilities (Walton County)

2019-2023 Various Wet Wells & Manholes 200 V.F.

Contact Multiple Contractors

Sunshine Water (formally known as Utilities Inc)

2020-2022 Wet Well & Manholes 125 V.f.

Contact Chuck Schwades
321-388-7895
cgschwades@uiwater.com

City of MacClenny

SRF Sewer Rehabilitation, Phase One 990 V.F

Contact Mike Griffis
904-259-6261
Citymanager@cityofmacclenny.com



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Raven References

St Johns County Board of County Commissioners

2020-2002 Wet Well & Manhole Projects 275 V.F.

Contact James Overton
Engineer 2
Phone: 904-209-2614
Jovertton@sjcfl.com

Brevard County Florida

2019-2022 Wet Well & Manhole Projects 625 V.F.

Contact: Brian Sorensen
Utility Director
Phone: 321-952-6365
Brian.Sorensen@brevardfl.gov

West Melbourne Florida

2019-2022 Wet Wells & Manholes, Head works 750 v.F.

Contact: Sherman Huffman
754-260-4521
Sherman.Huffman@jacobs.com

City of Port Orange Florida

Annual Contract 2019-2022 Various manholes 1300 V.F

Contact Graeme Gardiner
Phone: 386-506-5953
GGardiner@port-orange.org

Orange County Florida

2019-2022 Various manholes 360 V.F

Contact Multiple contractors



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Resumes of Key Employees

Dan Pardus – President/Project manager: 27 years' experience in underground utilities as an owner and project manager. Dan Pardus is the sole owner /operator of Danus Utilities Inc. Dan Pardus founded Danus Utilities Inc. Dan holds a current Florida Underground Utility Contractor License. Other certifications include; Confined Space, 10-hour OSHA, HDPE Butt Fusion Welding, Backflow Repair / Tester and MOT. Danus Utilities currently has 18 full time employees. 3000 sq. ft. shop is located at 2320 Beardall Ave, Sanford FL 32771. Danus Utilities Inc. offers complete rehab services and installation to lift stations, manholes and sanitary sewer force main /gravity sewer connections installation of fiberglass liners in wet wells and manholes. Danus Utilities, Inc. is also a certified Raven applicator and various coating to precast surfaces. HDPE electro/butt fusion welding. Chemical pump grouting of precast structures. vactor services, cleaning and lining of lines. Dan's success in all his past business ventures is due to the fact he is a hands-on owner that works side by side with all his employees to ensure the finished product is the best it can be. Before Danus Utilities, Inc. Dan Pardus was Project Manager / Superintendent for J & H Waterstop, Inc. supervising lift station rehab jobs for Manatee County, Brevard County, Orange County, The City of Deltona, and the City of Winter Haven. He operated the bobcat and backhoe, supervised dewatering, installations of the piping, valves, fittings, and supervised the force main tie-ins, and supervised subs including electrical, asphalt, and concrete contractors, and supervised crane operators setting structures and performing trench box shoring and scheduled and performed startup of pumps. His additional duties included preparation of submittals to the engineering firm, holding pre-construction meetings with City Dept. Heads, review of plans, set up by-pass system and maintenance of traffic, ordered and scheduled material and equipment, ensured compliance with OSHA regulations. Starting his underground career in 1993 Dan Pardus was owner of Multi-Communications and was the Project Manager and equipment operator supervising crews running conduits on I-75 installing 20 miles of 4" duct and pull boxes. He also supervised the installation, maintenance, and servicing of all cable systems located in Volusia County, installing coax and fiber cables, jack and boring of roads and driveways, splice taps, setting ground rods, and underground pull boxes. His responsibilities included operating the ditch witch, and plow trencher combo, digging pull boxes in with backhoe, holding pre-construction meetings, reviewing plans, applying for permits, scheduling jobs and material and equipment deliveries, ensuring all work was in compliance with D.O.T and ensuring job site safety

Stephen Coxon – Forman: Stephen Joined the Danus Utilities Team in August of 2016 as an Utilities Laborer. He quickly learned the ins and outs in the field and was moved into a foreman role supervising all phases of lift station rehabilitations, manhole lining, water and wastewater treatment plant repairs/ improvements, excavation of sanitary sewer/water mains. Management of crew and materials. job and consumer safety control. Stephen holds current Confined Space, Excavation and Trench Safety Certifications and a Class A CDL License. He is a competent heavy equipment operator Backhoe/Loader. Has been an active working participant on-site at over 100 plus lift station Rehabs or new Lift station installations in the throughout Florida. Stephen has competently performed the following: Installing new and rehabs lift station pipe, valves and fittings, construction of new lift stations from the pre-cast only stages. He operates an autocrane, bob cat and backhoe. Assisted in lift station bypassing & dewatering setups for rehabs. Installation of Force main tie-ins and all piping associated with tie-ins. Pouring concrete slabs and driveways. Removal and installation of lift station pumps & controls.

Brian Dauria – Forman - Spray Crew: Brian joined Danus Utilities in January 2016, for the express purpose of developing the equipment and specifications for spraying various epoxy coating products. Brian has been responsible for the building and maintaining our plural component spray equipment as well as several airless pumps which we use in the spray coating business. Before joining Danus Utilities, Mr. Dauria was a project manager for Plastic Composites Inc, Layne In-liner, and Murray Logan Construction. His responsibilities included the supervision of various projects which included dealing with sewer systems from manholes to wet wells. Brian has managed the spray coating crews for the last three years. His responsibilities include quality control for each project, including the maintenance of the equipment, training of the personnel, safety, and time management for each project. He has managed over 500,000 sq. ft. of coating installation over the last ten years, while maintaining a record of no accidents, and spraying each product within specified ratio for the manufacturer's specification. Brian has been recertified to spray Raven Lining Systems product and Tnemec products. Further, he is qualified in spraying various cement products. Brian is responsible for assisting in all new employee training on all coating products.

Danus Utilities is approved to install Raven Lining Systems 10-year warranty products and Tnemec Coatings.

Raymond Rogers – Estimator/Project Manager: Raymond began his career in 1989 as a delivery driver for Hughes Supply, and diligently worked his way up the ranks to Branch Manager before leaving in 2004. He worked as an Estimator/Project Manager/Product Specialist for 5 years finishing several successful projects along the way. From 2009 to 2013 Raymond worked for the City of Clermont continuing to expand his knowledge of sewer and water systems. He was an Environmental Services Manager in charge of the Distribution Division, Collections Division, Storm Water Division and Inventory for Warehouse Supplies. In 2013 Raymond had the opportunity to join Danus Utilities as an Estimator/Project Manager/Product Specialist. Since then he has helped with the successful completion of hundreds of projects and is an integral part of the success of Danus Utilities, Inc.

Utility Technicians/Laborers: Danus Utilities has 3 crews of hand-picked members that have a combined over 30 years of combined service. Their certifications include OSHA-10, Confined Space Safety, Competent Person and Excavation Safety, Respiratory Protection, Hazard Communication supported Scaffolding, and Ladder Safety. With these crew members Danus Utilities is able to provide services that exceed our customers' expectations.

BID FORM 8G: Professional References for Previous Experience

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services. (Do not include the City of South Daytona)

Reference 1:

<i>Company Name:</i>	City of West Melbourne
<i>City, State:</i>	West Melbourne, FL
<i>Contact Person:</i>	Sherman Huffman
<i>Telephone Number:</i>	754-260-4521
<i>Email Address:</i>	sherman.huffman@jacobs.com
<i>Description of Goods or Services provided:</i>	Manhole rehabilitations - Including Raven 405 Coatings.
<i>Contract Amount:</i>	Various contracts
<i>Start/End Date of Contract:</i>	2019 to present

Reference 2:

<i>Company Name:</i>	City of Port Orange
<i>City, State:</i>	Port Orange, FL
<i>Contact Person:</i>	Graeme Gardiner
<i>Telephone Number:</i>	386-506-5953
<i>Email Address:</i>	ggardiner@port-orange.org
<i>Description of Goods or Services provided:</i>	Manhole rehabilitations - Including Raven 405 Coatings.
<i>Contract Amount:</i>	Various contracts
<i>Start/End Date of Contract:</i>	2019 to present

Reference 3:

<i>Company Name:</i>	City of Daytona Beach
<i>City, State:</i>	Daytona Beach, FL
<i>Contact Person:</i>	Jeff Lane
<i>Telephone Number:</i>	407-314-8675
<i>Email Address:</i>	LaneJeff@CODB.US
<i>Description of Goods or Services provided:</i>	Manhole rehabilitations - Including Raven 405 Coatings.
<i>Contract Amount:</i>	Various Contracts
<i>Start/End Date of Contract:</i>	2019 to Present

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8H: Listing of Subcontractors

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1:

<i>Name:</i>	Suncoast Infrastructure		
<i>City, State:</i>	Florence, MS		
<i>Description of Work:</i>	Cured in Place Liners		
<i>Percent of Contract Price:</i>	28%	<i>Previous Experience Together:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Subcontractor 2:

<i>Name:</i>			
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Subcontractor 3:

<i>Name:</i>			
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8I:
Bid Fees / Proposal

PROPOSED PRICING					
ITEM #	DESCRIPTION	ANNUAL ESTIMATED QUANTITIES	UNIT	UNIT PRICE	
A	GENERAL				
1	Mobilization	10	EA	\$1000.00	\$10,000.00
2	Maintenance of Traffic	10	EA	\$400.00	\$4,000.00
					TOTAL GENERAL BASE BID: \$14,000.00
B	CONSTRUCTION				
1	Lining of Manholes/Wet Wells using Urethane/Epoxy- Based Lining	2000	SF	\$39.00	\$78,000.00
2	Lining of Manholes/Wet Wells using Cured in Place Lining System - Single Layer	1000	SF	\$40.00	\$40,000.00
3	Lining of Manholes/Wet Wells using Cured in Place Lining System - Multiple Layers	500	SF	\$41.00	\$20,500.00
4	Replacement of Manhole Ring and Cover in Grass	10	EA	\$1,250.00	\$12,500.00
5	Replacement of Manhole Ring and Cover in Pavement	10	EA	\$1,750.00	\$17,500.00

6	Salvaging Manhole Ring and Cover	10	EA	\$10.00 -	\$100.00
7	Raising of Existing Manhole Ring and Cover	20	EA	\$250.00 -	\$2,500.00
8	Inflow Dish HDPE	10	EA	\$100.00 -	\$1,000.00
9	Inflow Dish Stainless Steel	10	EA	\$225.00 -	\$2,250.00
10	Chemney Seal	20	EA	\$400.00 -	\$8,000.00
11	Manholes Lacking Benches and Inverts	20	EA	\$750.00	\$15,000.00
					TOTAL CONSTRUCTION BASE BID: \$197,350.00
				\$14,000.00	Subtotal - GENERAL BASE BID
				\$197,350.00	Subtotal - CONSTRUCTION BASE BID
				\$211,350.00	Total - GENERAL & CONSTRUCTION BASE BIDS
				\$21,135.00	CONTINGENCY (10%) GENERAL and CONSTRUCTION Base Bids
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER					

(Surety)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Once awarded, the applicant will enter an Agreement similar to the one below:

STANDARD AGREEMENT FOR SERVICES

THIS Standard Agreement for Services (hereinafter this "Agreement") is made and entered into this ____ day of _____ 20__, by and between the **CITY OF SOUTH DAYTONA**, a Florida municipality, whose principal address is 1672 S. Ridgewood Avenue, South Daytona, Florida 32119 (hereinafter the "CITY") and Danus Utilities, Inc., a Florida _____ corporation, whose principal address is 2320 Beardall Ave, Sanford, FL 32771 (hereinafter "CONTRACTOR"). The CITY and CONTRACTOR are collectively referred to herein as the "PARTIES."

WITNESSETH

WHEREAS, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of South Daytona; and

WHEREAS, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of providing the equipment, materials, labor and other such service as identified in Exhibit "A" in the City of South Daytona and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

WHEREAS, CONTRACTOR was the successful bidder of a project competitively bid and identified as Invitation to Bid (Exhibit "A") for City of South Daytona which satisfies the CITY's Procurement Policy; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.

2. **Description of Work.**

- a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. **Provision of Services**

- a. **Scope:** The CONTRACTOR hereby agrees to provide the proposed scope as identified in Exhibit "A."
- b. **Manner and Place:** The work shall be performed as outlined in Exhibit "A," in accordance with Standard Construction Details as required and in a manner as required by all current federal, state, county, fire, building, and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinance. Contractors shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the CITY.
- c. **Time and Essence:** CONTRACTOR acknowledges that time is of the essence for this Agreement.
- d. **Authorization for Services:** This Agreement standing alone does not authorize the purchase of any work or services or require the CITY to place any orders for work or service. Authorization for performance of services by the CONTRACTOR under this agreement shall be in the form of a written Notice to Proceed issued and executed by the CITY. The CITY reserves the right to contract with other parties for work and services contemplated by this Agreement, as determined in the CITY's sole and absolute discretion.

4. **Term.**

- a. This Agreement shall be for an initial Term of two (2) years with the CITY having the option to renew for an additional two (2) year Term thereafter unless either party notifies the other party of intent not to renew, with such notice being given not less than sixty (60) days prior to the end of any annual term, or unless otherwise terminated as provided herein.

5. Payment.

- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
- b. Progress payments, if any, will be made as set forth in Exhibit "A".
- c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

6. Acceptance of work product, payment, and warranty.

- a. Upon receipt of a periodic work product, or notice that work has progressed to a point of payment in accordance with Exhibit "A" attached or the Bid Documents, if any, together with an invoice sufficiently itemized to permit audit, the CITY will diligently review those documents. When it finds the work acceptable under this Agreement the installment payment, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "A". CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR's professional judgement that the data or information provided by the CITY for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

7. Termination.

- a. Termination at Will: This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less

than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

8. Project management.

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.
- b. CITY's Project Manager is: Steve Danskine, Public Works Director, 1770 Segrave Street, South Daytona, Florida 32119, sdanskine@southdaytona.org, 386-322-3080.
- c. CONTRACTOR's Project Manager is: [...].

9. Notices. All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To CITY: The City of South Daytona, Attention: City Manager, 1672 Ridgewood Avenue, South Daytona, Florida 32119;
- b. To CONTRACTOR: Danus Utilities, Inc., Attention: Daniel J Pardus,
[insert street address], 2320 Beardall Ave, Sanford, FL 32771,
[insert city, state, zip].

10. Insurance.

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and

- include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
 - iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$300,000.00.
- c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
 - d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
11. **General Provisions.** CONTRACTOR must comply with the following general provisions:
- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
 - b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.

c. **Personal nature of Agreement; Assignment.**

- i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
- ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

d. **Discrimination.**

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. **Independent contractor.**

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations

- covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
 - iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. Indemnification.

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed

for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

- g. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.

- h. **Public records.**

- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.

- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DEPUTY CITY CLERK BECKY WITTE, AT 386-322-3011; BWITTE@SOUTHDAYTONA.ORG; MAILING ADDRESS: 1672 RIDGEWOOD AVE., SOUTH DAYTONA, FL 32119.**

- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
 - i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
 - ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
 - iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.

- iv. **Workers' Compensation Insurance.** CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. **Liability Insurance.** Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.
- vi. **Inspections.** CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books,

records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.

- vii. **Auditor General Cooperation.** CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.
 - j. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.
 - k. **Federal-Aid Construction Contract.** If this is a federal-aid construction project, it shall be subject to the provisions in Exhibit "A", which is attached hereto and incorporated herein by reference.
12. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:
- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
 - b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the City staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
 - c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
 - d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
 - e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be

more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the

Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the CONTRACTOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

- j. **Law; Venue.** This Agreement is being executed in Volusia County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Volusia County, Florida.

13. **Special Provisions.**

- a. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

CITY OF SOUTH DAYTONA,
A Florida Municipality

WILLIAM C. HALL, Mayor

ATTEST:

(Seal)

JAMES L. GILLIS, City Manager

Date signed by CITY: _____

[...]
by _____
Daniel J Pardus - President

[...], as its President and authorized agent

(CORPORATE SEAL)

ATTEST:

Alice M Pardus

[...] , Secretary

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this __ day of _____, 2023, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida

Robert H Brown

Printed/Typed/Stamped Name of Notary

My commission expires: October 23, 2025

End of Solicitation Documents



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

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

PARDUS, DANIEL J

DANUS UTILITIES INC
2320 BEARDALL AVE
SANFORD FL 32771

LICENSE NUMBER: CUC1224744

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/15/2022

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

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

PRODUCER Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129	CONTACT NAME: Melissa Adrian, CPSR PHONE (A/C, No, Ext): (386) 767-3161 FAX (A/C, No): (386) 760-1770 E-MAIL ADDRESS: melissa@catonhosey.com																					
INSURED Danus Utilities, Inc 4133 Saddle Club Dr New Smyrna Beach FL 32168	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>National Builders (Vinings)</td><td>16632</td></tr><tr><td>INSURER B:</td><td>Auto-Owners Ins</td><td>18988</td></tr><tr><td>INSURER C:</td><td>Travelers Property & Casualty Company</td><td>36161</td></tr><tr><td>INSURER D:</td><td>Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Builders (Vinings)	16632	INSURER B:	Auto-Owners Ins	18988	INSURER C:	Travelers Property & Casualty Company	36161	INSURER D:	Federal Insurance Company	20281	INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL2261528805**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PKG-0197186-04	07/02/2022	07/02/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			4806741403	07/02/2022	07/02/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-2S131915-22-NF	07/02/2022	07/02/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCV 0264441 06	07/02/2022	07/02/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Rented & Leased Equipment			45471710	06/24/2022	06/24/2023	Limit \$350,000 Deductible \$1,000

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

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage

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

AUTHORIZED REPRESENTATIVE

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State of Florida

Department of State

I certify from the records of this office that DANUS UTILITIES INC is a corporation organized under the laws of the State of Florida, filed on June 22, 2009, effective June 20, 2009.

The document number of this corporation is P09000053628.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 29, 2023, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-ninth day of January,
2023*




Secretary of State

Tracking Number: 5727738444CC

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

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



CITY OF SANFORD

Building Division

PO Box 1788, Sanford, FL 32772-1788

2023

LOCAL BUSINESS TAX RECEIPT

VALID THROUGH SEPTEMBER 30, 2023

DANUS UTILITIES INC
2320 BEARDALL AVE

SANFORD FL 32771

This receipt is a local business tax only. It does not permit the local business taxpayer to violate any existing zoning or regulatory laws of the state or county, nor does it exempt the business taxpayer from any other license or permits required by law.

Issue Date: 10/01/2022

BTR19-031005

Business Location: 2320 BEARDALL AVE

Classification	Amount
Fire Inspection Fee	50.00
Contractor	200.00
TOTAL:	250.00

Comments: UNDERGROUND UTILITY LOCATOR/CONTRACTOR
Restrictions: SUBJECT TO MEETING P & Z CONDITIONS

SEMINOLE COUNTY TAX RECEIPT REQUIRED
ORIGINAL TAX RECEIPT MUST BE DISPLAYED ON PREMISES



SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000

WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/23

DANUS UTILITIES INC
2320 BEARDALL AVE
SANFORD, FL 32771

Account #: 197339

REGULATED
License # - CUC1224744
Qualifier- PARDUS DANIEL J
**SANFORD CITY LICENSE REQUIRED **

DAN J PARDUS (OFFICER)

Receipt #: 10482022090604627

Amount Paid: \$ 49.50

Date Paid: 09/06/2022

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

REPORT ALL CHANGES: The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

DANUS UTILITIES INC
PO BOX 291671
PORT ORANGE, FL 32129