

# 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 a contract to Drewry Site Development for the excavation of a dry retention pond on Anastasia Drive in the amount of \$29,700 as part of the continuous, dedicated effort to the improvement of our stormwater system.

Date: July 29, 2025

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On March 11, 2025, the City Council approved a contract with Drewry Site Development for the Reed Canal Stormwater Control Facility Pond Expansion project. Given Drewry's competitive pricing, which was significantly lower than other bidders, and their exemplary performance on the initial project, staff recommends continuing our partnership with them for an additional stormwater improvement project.

The City owns the property located at 2431 Anastasia Drive, which was acquired in 2010 following the demolition of a home as part of the FEMA Hazard Mitigation Program. To further flood mitigation efforts in the area, Drewry will excavate the lot to create a dry retention area. The cost of this project is \$29,700.

Given Drewry's demonstrated expertise, efficiency, and cost-effectiveness, staff believes that they are the most qualified contractor to complete these tasks. Therefore, staff recommends that the City Council approve an agreement with Drewry Site Development for the Anastasia Drive dry retention pond, as part of our ongoing efforts to improve the City's stormwater management system.

If approved, construction will begin right away, and stormwater collected along Anastasia Drive will have an area to overflow into and help reduce the likelihood of street and house flooding here.



Drewry Site Development LLC  
400 Venture Drive, Suite F  
South Daytona, FL 32119  
(386) 313-3220

## PROPOSAL

3/14/2025

Project: Anastasia Drive Retention

**TO:** City of South Daytona  
1672 Ridgewood Avenue  
South Daytona, FL  
32119, US

Becky Witte  
(386) 322-3011  
bwitte@southdaytona.org

### Scope of Work

#### SITEWORK

	Quantity	Unit Cost	Total Cost
Mobilization	1 ea	\$3,500.00	\$3,500.00
Install Construction Entrance/ Wweep	1 ea	\$4,500.00	\$4,500.00
Excavate Dry Retention	1 ea	\$8,500.00	\$8,500.00
Layout	1 ea	\$2,500.00	\$2,500.00
Grading	1 ea	\$5,800.00	\$5,800.00
Overflow Concrete to Structure	1 ea	\$4,900.00	\$4,900.00
	--	\$29,700.00	\$29,700.00

**TOTAL PROPOSAL AMOUNT: \$29,700.00**

### Job Specific Notes

Please see following 2 pages for general notes, standard inclusions & exclusions, and provisions. A signature is required.



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## PROPOSAL APPENDIX

### General Notes & Exclusions:

- Provided costs are based on (1) one mobilization, unless otherwise noted in Proposal.
- No tree barricades, landscaping, sod, seed, or mulch provided unless otherwise noted in Proposal.
- Removal and replacement of any rock or unsuitable material is not included, unless otherwise noted in Proposal.
- Not responsible for removal of any hazardous materials unless otherwise noted in Proposal.
- Price does not include septic tank abandonment of any or tank pumping unless otherwise noted in Proposal.
- SWPPP By Others unless otherwise noted in Proposal.
- All permits, impact fees, bonds, and inspection fees are to be handled by others unless otherwise noted in Proposal.
- Control staked by others.
- Not responsible for drainage in areas with less the 1/4" per foot of fall.
- Not responsible for damage caused by others to our work or items we install; repairs will be at extra cost.
- Not responsible for damage to any unmarked utilities.
- Grade to plus or minus -.1' (one-tenth of one foot).
- Decrease in quantities often results in an increase in per-unit pricing.

### Demolition Notes:

- Drewry Site Development retains all salvage rights, if Demolition occurs.
- Price does not include Rodent Abatement unless otherwise noted in Proposal.
- Price does not include removal or haul-off of any hazardous materials or fuel oils, unless otherwise noted in Proposal.

### Asphalt Notes:

- If the original base was designed and previously installed by others, Drewry Site Development cannot guarantee this asphalt surfacing against possible future cracking, settlement, drainage problems, minor birdbaths or root heave by adjacent plant material. We do, however, guarantee our own work against all defects in materials and workmanship for a period of one year.
- New (fresh) asphalt pavement is subject to scuffing, marking and tire tracks. Drewry Site Development is not responsible for these issues.
- Drewry Site Development assumes when contacted by contractor that base/subbase are within specification tolerance, design elevation & cross slope. Drewry Site Development will be compensated per unit rate for any overruns due to elevation/cross slope corrections through no fault of Drewry Site Development.
- 1" Asphalt does not repair existing pooling issues.
- Any additional Asphalt tonnage will be billed at \$200 per Ton.

### Concrete Notes:

- All concrete is 3,000 psi unless otherwise stated.
- Normal access for concrete trucks is assumed. No pumping is included unless otherwise listed above.
- 1" Concrete does not repair existing pooling issues.
- Costs for concrete work is based on unit pricing.

### Provisions:

- Proposal becomes a legal binding contract upon acceptance. Authorization to begin work described in this Proposal shall be deemed acceptance of the Proposal. In the event a subsequent or supplemental contract or agreement is executed hereafter with additional terms, the terms of this Proposal shall control in the event of a conflict unless otherwise agreed to in writing. In the event Owner/Prime Contractor terminates this Proposal or directs work to be started, Owner/Prime Contractor shall be liable to pay Drewry Site Development for any actual work authorized and performed up to the time of such termination billable at market rates which shall be due Net 30.
- Drewry Site Development's Proposal including all notes, terms and conditions mentioned herein must be signed where stated. Should the Owner or Contractor require a form other than Drewry Site Development's Contract Agreement, Drewry Site Development's full Proposal must be referenced as an attachment in the contract and must be signed by an authorized representative of both companies.
- Unless otherwise noted, Proposal is based on the Civil Plans. If Civil Plans conflict with any others, Civil Plans take precedence.
- Owner/Prime Contractor agrees to pay all attorney's fees & costs associated with collection of amounts due or other dispute or enforcement actions arising from this Proposal.
- Disputes arising from this Proposal shall be subject to venue and forum in the courts in and for Volusia County, Florida.
- Proposal based upon all quoted items being awarded as a package.
- Liquidated Damages are excluded unless otherwise noted in Proposal.
- Flow Down clauses are excluded unless otherwise noted in Proposal.
- Certified Payroll is not included unless otherwise noted in Proposal.
- If this project requires special or prevailing wages, unit price may be affected, and this Proposal shall be subject to revision.
- If quantities provided by Client vary by more than 10% from plan, Drewry Site Development reserves the right to adjust its unit prices.
- Drewry Site Development shall be provided with suitable access to the work area. If Drewry Site Development's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be performed and completed so as to permit Drewry Site Development to perform its work in an uninterrupted single shift operation.
- The project schedule must permit sufficient time for Drewry Site Development to complete our work. Drewry Site Development recognizes that time is of the essence and will begin performance and diligently perform the work in such a manner so as not to delay the project.
- Drewry Site Development payment is not subject to a "condition precedent" of payment(s) from, to, or by Owner, Prime Contractor, or Financial Institution. In Privity Contracts, Payment in full will be made upon completion. In the event that the amount herein shown is not paid when due, interest at the highest legal rate per annum shall accumulate on total due. All costs of collection shall be paid by the customer including





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reasonable attorney fees. Florida Statutes 218 & 713 will be followed and applied in strict accordance, in their entirety. Notice To Owner/ Notice of Commencement information due with executed Proposal or prior to Drewry Site Development mobilization to the project.

- If the Proposal is for Unit/Qty vs Contract Sum (AIA), final billing and payment will be based on final measurements.
- All retainages withheld must be paid within (30) thirty days from the last day of work done by Drewry Site Development.
- In the event that the amount herein shown is not paid when due, interest at the prime rate plus 10% per annum shall accumulate on the total due.

Unless otherwise indicated in writing, this quotation expires (30) thirty days from date of Proposal and market increases may apply thereafter. This Proposal may be extended for additional periods of time, at the sole discretion of Drewry Site Development.

Should the project fail to be completed by the scheduled end date, Drewry Site Development reserves the right to renegotiate an adjustment to the prices quoted.

No later than seven (7) Days after receipt of an application for payment, Customer shall give written notice to Drewry Site Development disapproving or nullifying it or a portion of it, specifying the reasons for the disapproval or nullification. When the above reasons for disapproving or nullifying an application for payment are removed, payment shall be made for the amounts previously withheld.

Drewry Site Development reserves the right to adjust pricing to account for factors including, but not limited to, government regulations, tariffs, transportation, fuel, and material costs. Deliveries will commence based on manufacturer lead times. Any material deliveries delayed beyond the manufacturer's lead times may be subject to price adjustments and/or applicable storage fees. This bid proposal is contingent upon the buyer's acceptance of Drewry Site Development's terms and conditions of sale, as modified from time to time.

### Acceptance of Proposal:

The prices, specifications, and conditions above are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Title

### Proposal Prepared By:

Scott Drewry | **Drewry Site Development LLC** | (386) 313-3220 | [Estimating@DrewrySite.com](mailto:Estimating@DrewrySite.com)