

EXHIBIT A



**CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES**

This Standard Contract for Services ("Contract") is entered into this 31st day of October, 2019, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **DANUS UTILITIES, INC.** ("Contractor"), a Florida corporation whose principal address is 2320 Beardall Avenue, Sanford, Florida 32771. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide all aspects of rehabilitation of manholes and wet wells, which shall include all types of repair, methods of repair, materials and equipment, and as more specifically described in Invitation to Bid 19-19 ("ITB 19-19"), Addendum No. 1 and Addendum No. 2 which are made a part hereof by reference. Contractor's Schedule of Unit Pricing and Scope of Services referenced in ITB 19-19 are attached hereto as Exhibit "1," and made a part hereof by reference. A complete copy of ITB 19-19, Addendum No. 1 and Addendum No. 2 is available in the Office of the City Clerk.

(b) The time, manner and place for performance of such services shall be:

Initial Term: The initial term of this Contract shall become effective on the last date the Contract is signed by the Parties and shall continue for a period of One (1) year (the "Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) one-year periods, subject to review and approval of the City Manager and budget appropriation.

Manner and Place: The work shall be performed in accordance with 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 Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a written Purchase Order or Task Authorization issued and executed by the City Manager, or his designee, and shall be limited to the Contractor's total extended unit prices during the initial term and subsequent authorized renewals. The extended unit prices are set forth in Exhibit "2," attached hereto. Written Notice to Proceed(s) shall be issued by the Contract Administrator. Purchase Orders shall be issued for project amounts up to \$25,000.00 and Task Authorizations for project amounts over \$25,000.00. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1." The City's obligation to pay Contractor under this Contract is limited to an amount not to exceed the budget appropriation for each fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents: The following forms are attached as Exhibit "" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

- a. Front Page for Bond (F.S. § 255.05)
- b. Combination Payment and Performance Bond (F.S. §255.05)

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Contract Administration. The Public Works and Utility Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administration, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 21 of this contract concerning disputes.

7. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

9. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119.0701, Florida Statutes, or as otherwise provided by law.

(c) 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 the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

11. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

[Remainder of this page intentionally left blank]

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
<input checked="" type="checkbox"/>	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	<input type="checkbox"/> If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. <input type="checkbox"/> If vessels involved, Jones Act coverage with limits of \$500,000 required
<input checked="" type="checkbox"/>	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	<input type="checkbox"/> When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad
<input checked="" type="checkbox"/>	Comprehensive Business, Automobile Liability to include all automobiles <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury. \$200,000 each person \$300,000 each occurrence Property Damage Liability \$100,000 each occurrence Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Additional Insurance Requirements			
<input type="checkbox"/>	Property Insurance Builders Risk <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract "All Risk" coverage on latest ISO for or its equivalent Permission granted to occupy Owner named as insured AIMA	If Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named
<input type="checkbox"/>	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000 minimum	
<input type="checkbox"/>	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined</u>	
<input type="checkbox"/>	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$ <u>1,000,000.00</u>	
<input type="checkbox"/>	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000 00 minimum.	
<input checked="" type="checkbox"/>	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
<input type="checkbox"/>	Department Head waives Payment and Performance Bond for work under \$25,000.00.		

- Unless otherwise required by law, Department Head waives Insurance for work described as follows:
 (check at least one)
- under \$25,000.00
 - including goods F.O.B. the place of destination

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Additional Bond Security If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

19. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any subcontractor performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

23. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

24. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

25. Controlling Law. **THIS CONTRACT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE CONTRACT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

26. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

27. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

28. Notice. For purposes of this Contract, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to. City of Port Orange
Attention: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor. Danus Utilities, Inc.
Attention: Dan J. Pardus, President
P.O. Box 291671
Port Orange, Florida 32129
(386) 233-5588 – Telephone
danus2@cfl.rr.com

2320 Beardall Avenue
Sanford, Florida 32771

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

29. Contract Construction

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Contract shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Contract.

30. Authority to Sign. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

[Remainder of this page intentionally left blank]

Witnesses:

[Signature]
Printed Name: Preston Pardus

[Signature]
Printed Name: Andrew Darling

DANUS UTILITIES, INC.

By: [Signature]
Dan Pardus, President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

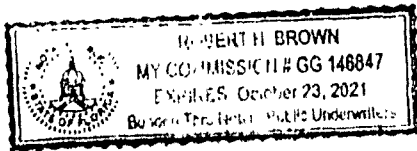
Date: 10/29/2019

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 29 day of October, 2019, by Dan J Pardus, as President of Danus Utilities, Inc., a Florida corporation, and who

(Notary: Please select one)

- is personally known to me; or
- has produced _____ as identification.



[Signature]
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration

Witnesses:

CITY OF PORT ORANGE

[Signature]
Printed Name: ANDRA SYLVESTER

By: [Signature]
Donald O. Burnette, Mayor

[Signature]
Printed Name: RUTH E THAYNE

Date: 10-31-2019

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 31st day of Oct., 2019, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST: RUTH E. THAYNE

[Signature]
Printed Name: ANDRA SYLVESTER

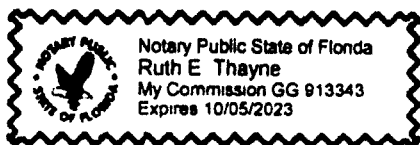
By: [Signature]
Robin L. Fenwick, MMC, City Clerk

[Signature]
Printed Name: RUTH E THAYNE

Date: [Signature]

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 31st day of Oct., 2019, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

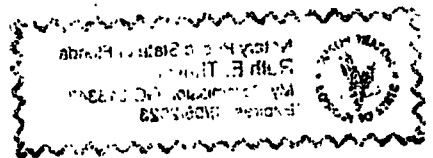
RUTH E. THAYNE

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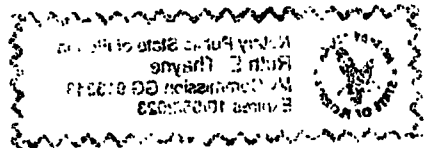


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ATTACHMENT 1 - SCHEDULE OF UNIT PRICING
 BID FORM
 CITY OF PORT ORANGE
 ITB # 19-19

REHABILITATION OF SANITARY SEWER MANHOLES

Completed Attachment 1 Bid Proposal form MUST be included with Bid submission.
 Print name in Save A and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably via internet via DemandStar website.

Annual estimated quantities of work are provided on Attachment 1 Schedule of Unit Pricing. The quantities provided in Attachment 1 are estimates only, the City does not guarantee the amount of work will equal the quantities in Attachment 1.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS: Danus Utilities Inc
 CONTACT PERSON: Dan Pardus
 EMAIL ADDRESS: dan@danutilities.com
 AUTHORIZED NAME: Dan Pardus
 AUTHORIZED SIGNATURE: 

ITEM #	DESCRIPTION	PROPOSED PRICING	UNIT	UNIT PRICE
		ANNUAL ESTIMATED QUANTITIES		
1	10' - 12" Manhole	10	EA	\$1,000.00
2	18" - 24" Manhole	10	EA	\$400.00
				\$1,400.00
				TOTAL GENERAL BASE BID
1	1" Ring of Manholes/Met Works using Lightwave Poly Based Liner	2000	LF	\$22.50
2	1" Ring of Manholes/Met Works using Current Blasting System - Single Layer	1000	LF	\$40.00
3	1" Ring of Manholes/Met Works using Current Blasting System - Multiple Layers	500	LF	\$51.00
4	Replacement of Manhole Ring and Cover in Grass	10	EA	\$1,800.00
5	Replacement of Manhole Ring and Cover in Pavement	10	EA	\$1,600.00
6	Replacing Manhole Ring and Cover	20	EA	\$1.00
7	18" - 24" Manhole Ring and Cover	20	EA	\$300.00
8	12" - 18" Manhole Ring and Cover	10	EA	\$100.00
9	6" - 12" Manhole Ring and Cover	10	EA	\$300.00
10	4" - 6" Manhole Ring and Cover	20	EA	\$300.00
11	2" - 4" Manhole Ring and Cover	20	EA	\$800.00
12	1" Ring of Manholes/Met Works using Lightwave Poly Based Liner	200	LF	\$850.00
13	1" Ring of Manholes/Met Works using Current Blasting System - Single Layer	200	LF	\$650.00
14	1" Ring of Manholes/Met Works using Current Blasting System - Multiple Layers	100	LF	\$750.00
15	FRP Liner 36-in Diameter	50	LF	\$750.00
16	FRP Liner 42-in Diameter	20	LF	\$850.00
17	FRP Liner 48-in Diameter	20	LF	\$1,000.00
				\$8,764.50
				TOTAL CONSTRUCTION BASE BID
				\$1,400.00
				Subtotal - GENERAL BASE BID
				\$8,764.50
				Subtotal - CONSTRUCTION BASE BID
				\$10,164.50
				Total - GENERAL & CONSTRUCTION BASE BIDS
				\$1,016.45
				CONTRIFENCY (10% GENERAL and CONSTRUCTION Base Bids)

AWARD: THIS BID WILL BE AWARDED TO THE LOWEST RESPONSIVE RESPONSIBLE BIDDER

SECTION 3 – SCOPE OF WORK and PROJECT TIME LINE
REHABILITATION OF SANITARY SEWER MANHOLES & WET WELLS

A. 1 SCOPE OF WORK

The Contractor shall include the cost(s) for permits and fees in his proposal.

The Contractor shall include the cost(s) for a 100% performance and payment bond.

It is the intent of this Specification to cover all aspects of rehabilitation of manholes and wet wells including types of repair, methods of repair, materials and equipment.

Sanitary sewer manhole and wet well rehabilitation covers the following type of repairs:

- A. Lining and sealing of manholes and wet wells.
- B. Replacement of manhole ring and cover.
- C. Raising of existing manhole ring and cover to existing or above grade.
- D. Manhole Inflow Dish.
- E. Manhole Chimney Seal.

B.1 LINING OF MANHOLES USING URETHANE/EPOXY-BASED LINING

A. General: The work consists of applying with a brush, roller, airless or air-assisted spray a urethane/epoxy-based material to the walls, invert, and benches of manholes and wet wells, resulting in a monolithic liner of a minimum 1/4 inches (250 mils) in thickness or more, as determined by the manufacturer for the specific depth and water table. Greater urethane/epoxy-based line thicknesses may be required on specified structures as directed by the City. The applicator shall furnish all labor, equipment and materials for installing the lining over pre-cast concrete, concrete block, masonry block manholes or other structures exposed to a sanitary sewer environment, new or used, using approved equipment. The installation shall be in accordance with the following Contract Specifications along with manufacturer's recommendations.

B. A Project Manager or Project Supervisor, representing the Contractor shall always be present while the work is being performed by either Contractor or Subcontractors.

C. Materials

- 1. Mixture: A proprietary urethane/epoxy-based material specifically designed for manhole applications shall be Raven 405 as manufactured by Raven Lining Systems or City Engineer approved equal. The product shall be corrosion resistant to the ingredient of the sanitary sewer environment and shall be designed to bond to wet (not running) surfaces.
- 2. Water: Shall be clean and potable.
- 3. Other Materials: No material shall be used with or added to mixture without prior approval by the City Engineer.

D. Properties

1. Physical:

- a. Tensile stress, ASTM D-638 - 7,600 psi
- b. Tensile Ultimate Elongation ASTM D638 – 1.5%
- c. Compressive Strength ASTM D 695 – 18,000 psi
- d. Flexural strength, ASTM D-790 – 13,000 psi
- e. Flexural modulus, ASTM D-790 – 550,000 psi

- 2. Liner Mix shall be made with manufacturer's recommendations for manhole applications.**

E. Application

1. Preparation:

- a. Place covers over invert before prepping.
- b. All foreign materials shall be removed from the manhole walls and bench using high-pressure water spray (minimum 5,500 psi). loose and protruding brick, mortar and concrete shall be removed using a mason hammer and chisel. All non-leaking voids shall be filled with non-shrink cement-based material containing hydraulic cement, as approved and directed by the city.
- c. Active leaks shall be stopped using products specifically for that purpose and according to manufacturer's recommendations. Chemical Grouting with Avanti 202 or approved equal shall be used to cease inflow into manholes.
- d. Excessively leaking manholes shall be drilled through the manhole wall and injected with grout sealant. Payment for this item of work shall be at the unit price bid only if normal active leak stoppage methods are not effective and said work is approved by the city.
- e. All loose material shall be removed following the completion of preparation work.
- f. The sanitary sewer flow shall be diverted as necessary to perform the required manhole rehabilitation.

2. Spray Application of the Liner:

- a. Prior to spraying, surfaces to be rehabilitated shall be damp without noticeable free water droplets or running water. Material shall be spray applied to a minimum uniform thickness to ensure that all voids and crevices are filled smooth.
- b. The application of the liner shall provide a monolithic liner having a minimum total average thickness of 250 mils (.25 inches or thicker as directed by the city. The finished liner shall have an equal total average thickness throughout the structure to be rehabilitated. If the manufacturer's recommendations require a greater minimum total average thickness due to hydrostatic loading caused by the water table,

the manufacturer's recommendations shall control. The liner shall be applied to the invert, bench, vertical also, cone section, and all other surfaces made of brick, tile, pre-cast concrete, or concrete block within the structure's interior. Within rehabilitated manholes, the invert and bench shall be smooth and sloped in the direction of the flow. The manhole bench shall have a gradual slope to the invert. The invert transition to the pipe shall be smooth and shall not impair the flow.

- c. No application shall be made when ambient temperatures are less than 40°F and when freezing is expected within 24 hours unless specific recommendations are made by the manufacturer.
- d. A minimum of 30 minutes cure time or more as required by the product manufacturer shall be allowed before returning to active flow.

B.2 LINING OF MANHOLES USING CURED-IN-PLACE LINING SYSTEMS

Manholes constructed with brick or tile which are structurally compromised as determined by the City or Engineer will be repaired using a cured-in-place lining system.

- A. **General:** The work consists of installing a resin impregnated custom fabricated liner by means of air inflation into an existing manhole, wet well, pump station, or catch basin. The liner is installed from the top of the casting to the top of the channel which includes; shim rings, casting chimney interface, chimney, cone, wall and bench. The channel can be included as directed by the owner. When cured, the liner will provide a durable monolithic chemical resistant barrier that will protect the existing substrate from further deterioration. The finished liner will also stop any water from either entering or exiting from the lined surfaces of the original substrate.
- B. A Project Manager or Project Supervisor, representing the Contractor shall always be present while work is being performed by either the Contractor or Subcontractors.
- C. **Materials**
 - a. **LINER**
 - i. The Liner shall be composed in one of the following two configurations;
 - 1. **Single Layer - Non-Porous Membrane**
 - a. Non-Porous Membrane is to be a gas and liquid impermeable membrane of special non-porous materials with felt mechanically embedded on both sides. Membrane is to be custom fabricated to fit to the inside dimensions of each structure.
 - 2. **Multiple Layers - Non-Porous Membrane and fiberglass.**
 - a. Non-Porous Membrane is to be a gas and liquid impermeable membrane of special non-porous materials with felt mechanically embedded on both sides. Membrane is to be custom fabricated to fit to the inside dimensions of each structure.
 - b. Fiberglass shall be a coated woven roving style to allow for resin adherence. The weight of the fiberglass and

number of layers required shall be based on the manufactured published data and the stamped design for minimum wall thickness.

b. RESIN SYSTEM

- i. Resin shall be 100% solids epoxy formulated to withstand a typical domestic wastewater sewer system including high sulfide areas near force mains and wet wells. The resin must be compatible with both the non-porous membrane and the fiberglass. The resin must have a minimum of 250psi bond strength to wet or dry brick and concrete surfaces.

D. PREPARATORY PROCEDURES

- a. PH of the original substrate shall be determined.
- b. Contractor will perform preliminary cleaning of the structure with high-pressure water-blasting at a minimum of 4000psi and 4gpm to obtain the desired concrete surface profile (CSP) of 3 or greater.
- c. If the desired CSP is not achieved by high-pressure water-blasting other methods of obtaining the surface profile such as abrasive blasting and acid etching shall be used.
- d. The Contractor shall remove all the existing manhole steps. The metal portion of all steps will be removed to within ½" of the manhole interior wall surface. The remaining protruding metal portion of the step shall be covered with a cementitious material to provide a smooth surface on and around the protrusion for the liner to bond.
- e. All open joints, voids, holes, cracks, and missing bricks larger than 3 inches in diameter or equivalent shall be patched with a cementitious material to provide a smooth surface for the liner to bond. All loose, cracked or disintegrated material shall be removed from the area to be patched exposing a sound substrate. The cementitious patch material shall be allowed to cure according to the manufacturer's specifications before continuing with the Liner installation process.
- f. Bench shall be sloped so that water will flow back into channel.
- g. All active water leakage shall be stopped for a minimum of 30 minutes prior to installation to allow time to insert and pressurize the Liner. This prevents resin washout and allows proper curing and bonding. Leaks may be stopped with fast setting cement or chemical grout injection.
- h. When the channel is required to be lined the Contractor shall plug the inlet pipe, inspect for infiltration leaks around the inlet and outlet pipes and in the channel. All leaks present shall be stopped using chemical grout injection and/or using fast-setting cement.
- i. Contractor shall remove any incoming pipes to within 2 inches of the wall. The pipe outside circumference shall be cemented with an approximate 60° taper, forming a fillet between the structure wall and the pipe making a smooth transition for the liner to bond.
- j. The final prepared surface shall have a concrete surface profile of 3 or greater and have a smooth uniform appearance.
- k. After the above-mentioned procedures the surface shall be cleaned with degreaser or other solvents, as needed, to remove any film, grease, loose

patching material, chemical grout or residue on the surface. Structure shall then be pressure rinsed with water.

E. GENERAL INSTALLATION PROCESS

- a. Contractor shall verify that the liner intended for the structure matches the dimensions of the structure by measuring the dimensions of the structure and the liner prior to installation.
- b. All resin intended for the liner shall be mixed properly.
- c. Contractor shall apply mixed resin evenly onto both the inside and outside of the entire liner with rollers. There shall be no white spots (dry Liner) on either side of the Liner including seams and bottom disk(s). Areas of heavily saturated resin shall be spread out to cover areas that are deficient of resin.
- d. Liner can be installed to include or omit the structure channel depending upon the intention of the owner.
- e. For Liner installation that does not include the channel, a temporary subfloor shall be constructed to keep liner from inflating into the channel and to allow the sewer to flow unobstructed without bypass pumping. A saturated bottom disk or disks are installed onto the subfloor, bench, and up the wall about 6 inches.
- f. For channel lining the incoming and outgoing pipes are plugged. This may require bypass pumping. Two or more bottom disks are placed into the channel, onto the bench, and 6 inches up the wall.
- g. Resin saturated Liner is lowered into the structure and positioned properly to line up any offsets.
- h. Liner is pressurized with air or water to a minimum of 3psi. Contractor shall verify proper position of the liner from the inspection portal located on the installation canister. If Liner is not positioned properly the Liner can be raised, lowered or rotated to desired position. In some cases, it may be necessary to enter the structure to hand position portions of the liner.
- i. The liner is cured with steam, hot water, or ambiently. Cure times vary according to, cure method, Liner thickness, structure size, ambient temperatures, and resin formulation. Typically, curing takes about an hour with steam. Contractor may use the exposed portion of the Liner above the frame as an indicator. When steam is used a cool down period is needed equaling about 25% of cure time.
- j. Liner shall be cut and trimmed to allow for all incoming and outgoing pipe to flow without obstruction. If channel is unlined the subfloor shall be removed.
- k. All cut edges shall be sealed with an epoxy mastic material that is compatible with the Liner System.

F. FINISHED LINER

- a. The finished CIP Liner System shall be continuous over the entire length of the structure from the cover seat to the top of the channel or shall include the channel as required. The Liner shall be smooth with minimal wrinkling.
- b. Liner shall be bonded to the structure, as required by design, and in such a way as to not allow any water to flow behind the liner and enter back into the waste stream.

G. PAYMENT

- a. **Payment for the lining of manholes and wet wells with Cured-in-Place Lining System will be per square foot of surface area lined and shall include any cost associated with the installation of the liner as outlined in this section.**

A.4 REPLACEMENT OF MANHOLE RING AND COVER

A. General: This section deals with the replacement of existing manhole rings and covers when new manhole rings and covers are required.

- 1. **New Manhole Ring and Cover: Existing manhole ring and covers shall be cleaned and reinstalled where directed by the City. Where required, the existing manhole ring and cover shall be removed and salvaged and a new manhole ring and cover installed and adjusted by the Contractor as directed by the City. Removing and replacement of pavement shall conform to the City Standards.**

New manhole rings and covers shall be provided by the Contractor. The Contractor shall confirm the desired manhole ring and cover model, design and markings with the City prior to ordering. Rings and covers shall be made of clean, even grain, cast iron. The quality of iron in the castings shall conform to the current ASTM Specification A-48 for Class 30 Iron Castings. The castings shall be smooth, true to pattern and free from projections, sand holes or defects. The portion of the ring and cover which forms the cover seat shall be machined so that no rocking of the cover is possible.

On paved streets, the ring and cover shall be set flush with the finished grade and in the plane of the paved surface. In other locations, they shall be set to the grades determined in the field by the City.

A.5 SALVAGING MANHOLE RING AND COVER

All existing undamaged manhole rings and covers removed from the manholes shall be considered as salvaged rings and covers. These salvaged rings and covers shall always remain the property of the City after removal and delivered to the City.

Reasonable care shall be exercised to prevent unnecessary damage to the salvaged rings and covers.

The Contractor shall, upon removal of ring and cover, remove all grout from the salvaged ring and cover. The cover shall then be tied to the ring using a minimum of two (2) or more pieces of six (6) gauge wire and provided to the City.

A.6 RAISING OF EXISTING MANHOLE RING AND COVER

Existing manholes below grade shall be raised to grade using either a cast iron riser ring, concrete "donut" riser, or manhole riser section as directed by an Engineer or the City.

When adjusting with brick, a maximum of 16 inches adjustment will be allowed. The mortar shall be troweled to a smooth finish.

A.7 INFLOW DISH

An inflow dish shall be installed when required by the Engineer or the City in specified manholes to prevent excessive rainwater from entering the manhole cover. Inflow dishes shall be "Rainstopper" type, or an Engineer-approved equal. Inflow dishes and components shall be manufactured of material resistant to corrosion from atmospheres containing hydrogen sulfide and dilute sulfuric acid. The inflow dish shall allow venting of sewer gasses. The inflow dish shall be constructed HDEP material or 316 stainless steel and shall be anchored to the manhole by a tether. Installation shall be in accordance with the manufacturer's recommendations and shall not impede the proper seating of the manhole cover.

A.8 CHIMNEY SEAL

A chimney seal shall be installed when required by an Engineer or the City in specified new or existing manholes to stop inflow in the chimney area. Chimney seals shall be "Flex-Seal" as manufactured by Sealing Systems, Inc., or "Ring Seal" as manufactured by Southwestern Packing and Seals, Inc. or "Internal Manhole Chimney Seal" as manufactured by Cretex Specialty Products. The chimney seal shall be secured to the manhole cone and the cover ring. The chimney seal shall have a design life of at least 25 years. The chimney seal shall be installed in the manhole in accordance with the manufacturer's recommendations.

A.9 MANHOLES LACKING BENCHES AND INVERTS

Manholes lacking benches and inverts shall require building of the bench and invert prior to performing any rehabilitation. Measurement and payment shall be determined by the cubic yards of concrete used to complete the bench and invert.

A.10 WARRANTY

All lining installations shall be warranted to be free from defects in materials and workmanship for a period of five (5) years from the date of project acceptance. Should a defect occur during this five (5) year period that is attributable to the lining installation or materials, then this defect shall be repaired within four (4) weeks from the date of defect notification to the contractor at no additional cost to the City.

The Contractor shall be responsible for all required repair costs associated with a lining failure during the warranty period including all cost associated with backups and all other property damage.

2) PROJECT TIME LINE

- A. Notice of Award: after bid opening and compete review of submitted bid information
- B. Notice to Proceed: after Pre-construction Meeting
- C. Start Time: after Pre-construction Meeting

Initial contract will be for one (1) year from date of Notice to Proceed. Contract will be renewable for up to two (2) one (1) year renewal periods, upon agreement of both parties. Renewal will be approved by the City Manager and the budget will be approved by City Council.

3) Annual estimated quantities of work are provided on Attachment 1 Schedule of Unit Pricing. The quantities provided in Attachment 1 are estimates only, the City does not guarantee the amount of work will equal the quantities in Attachment 1

End of Scope of Work

EXHIBIT “2”
(Consisting of 1 page)

OPENING DATE/TIME: 8/13/2019 2:30 P.M.
BID Tabulation FORM
ITB # 19-19
REHABILITATION OF SANITARY SEWER MANHOLES

				Roland Inc Pineblas Park, FL		Danus Utilities Sanford, FL	
ITEM #	DESCRIPTION	Annual Est Qty	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
A GENERAL BASE BID							
1	Mobilization	10	EA	\$100.00	\$1,000.00	\$1,000.00	\$10,000.00
2	Maintenance of Traffic	10	EA	\$100.00	\$1,000.00	\$400.00	\$4,000.00
Subtotal - GENERAL BASE BID:				\$200.00	\$2,000.00	\$1,400.00	\$14,000.00
B CONSTRUCTION BASE BID							
1	Lining of Manholes/Wet Wells using Urethane/Epoxy-Based Lining	2000	BF	\$31.00	\$62,000.00	\$22.50	\$45,000.00
2	Lining of Manholes/Wet Wells using Cured In Place Lining System - Single Layer	1000	BF	\$34.00	\$34,000.00	\$40.00	\$40,000.00
3	Lining of Manholes/Wet Wells using Cured In Place Lining System - Multiple Layers	500	BF	\$38.00	\$19,000.00	\$51.00	\$25,500.00
4	Replacement of Manhole Ring and Cover in Grass	10	EA	\$650.00	\$6,500.00	\$1,000.00	\$10,000.00
5	Replacement of Manhole Ring and Cover in Pavement	10	EA	\$1,050.00	\$10,500.00	\$1,500.00	\$15,000.00
6	Salvaging Manhole Ring and Cover	10	EA	\$50.00	\$500.00	\$1.00	\$10.00
7	Raising of Existing Manhole Ring and Cover	20	EA	\$250.00	\$5,000.00	\$300.00	\$6,000.00
8	Inflow Dish HDPE	10	EA	\$100.00	\$1,000.00	\$100.00	\$1,000.00
9	Inflow Dish Stainless Steel	10	EA	\$220.00	\$2,200.00	\$300.00	\$3,000.00
10	Cherney Seal	20	EA	\$1,200.00	\$24,000.00	\$300.00	\$6,000.00
11	Manholes Lacking Benches and Inverts	20	EA	\$350.00	\$7,000.00	\$500.00	\$10,000.00
12 Lining of Manholes/Wet Wells using Fiberglass Manhole Liners							
a	FRP Liner 42-in Diameter	200	VF	\$600.00	\$120,000.00	\$650.00	\$130,000.00
b	FRP Liner 48-in Diameter	200	VF	\$650.00	\$130,000.00	\$650.00	\$130,000.00
c	FRP Liner 54-in Diameter	100	VF	\$725.00	\$72,500.00	\$750.00	\$75,000.00
d	FRP Liner 60-in Diameter	50	VF	\$800.00	\$40,000.00	\$750.00	\$37,500.00
e	FRP Liner 72-in Diameter	20	VF	\$1,280.00	\$25,600.00	\$850.00	\$17,000.00
f	FRP Liner 96-in Diameter	20	VF	\$1,450.00	\$29,000.00	\$1,000.00	\$20,000.00
Subtotal - CONSTRUCTION BASE BID:					\$588,800.00		\$571,010.00
Subtotal - GENERAL BASE BID					\$2,000.00		\$14,000.00
Subtotal - CONSTRUCTION BASE BID					\$588,800.00		\$571,010.00
Total - GENERAL & CONSTRUCTION BASE BIDS					\$590,800.00		\$585,010.00
CONTINGENCY (10%) GENERAL and CONSTRUCTION Base Bids					\$59,080.00		\$58,501.00
Required Forms Submitted:				Yes		Yes	
Bid Bond Submitted:				Yes		Yes	
Responsive & Responsible Bidder:				Yes		Yes	

DISCLAIMER: THIS BID TABULATION INDICATES ONLY THE BIDS AS RECEIVED. ALL BIDS ARE SUBJECT TO VERIFICATION FOR ACCURACY, AND FOR SPECIFICATION AND CONTRACT COMPLIANCE. NO CONCLUSIONS ABOUT CONTRACT AWARDS SHOULD BE DRAWN FROM THESE PRELIMINARY TABULATIONS.

EXHIBIT “3”

(Consisting of 3 pages)

**FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.
PAYMENT AND PERFORMANCE BOND**

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Danus Utilities, Inc.
Principal Business Address: 2320 Beardall Avenue
Sanford, Florida 32771
Contact Person: Dan J. Pardus, President
Phone Number: (386) 233-5588

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER: City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$100,000.00

City Project Number: ITB 19-19 Rehabilitation of Sanitary Sewer Manholes

Description of Work: Rehabilitation of Sanitary Sewer Manholes

Project Location: Various locations in and around Port Orange, Volusia County, Florida

Legal Description: Locations within City of Port Orange, Volusia County, Florida for all public works identified in ITB 19-19

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Danus Utilities, Inc.

ITB 19-19 Rehabilitation of Sanitary Sewer Manholes

Bond No. _____

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**
per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **Danus Utilities, Inc.**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of _____, entered into by and between the Principal and the City, for Rehabilitation of Sanitary Sewer Manholes, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2019.

Attest:

DANUS UTILITIES, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____

Dan J. Pardus, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

Name: _____

(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.