

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 to complete the Reed Canal Stormwater Pond Expansion (Bid No. 25-B-005) in the amount of \$207,200 as part of the continuous, dedicated effort to the improvement our stormwater system.
Date: March 3, 2025

Following the devastating flooding of Hurricane Ian in 2022 and Hurricane Milton in 2024, the City has begun improving our stormwater system to better handle these devastating storms.

In February, the City solicited bids to expand the existing stormwater pond located at our Reed Canal Stormwater Control Facility.

Proposals were received until Friday, February 28, 2025, 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>	<u>Bid</u>
Kateri Powerline Solutions	5618 Whispering Wind DR, El Paso TX 79938	\$410,200
MASCI General Contractors	5752 S. Ridgewood Avenue Port Orange, FL 32127	\$2,720,000
Drewry Site Development	400 Venture Dr. Suite F South Daytona, FL 32119	\$207,200
Halifax Paving	870 Hull Road Ormond Beach, Florida 32174	\$962,800

Based on the bids received, staff recommends awarding a contract to Drewry Site Development to complete the Reed Canal Stormwater Pond Expansion (Bid No. 25-B-005) in the amount of \$207,200 as part of the continuous, dedicated effort to the improvement our stormwater system. If approved, the construction is set to begin this week and be completed before hurricane season in June 2025.

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 4 day of March 2025, 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 Drewry Site Development, a Florida corporation, whose principal address 400 Venture Dr, Suite F, South Daytona, FL 32119 (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.
 - e. **Liquidated Damages:** CONTRACTOR is responsible for commencing work under this Agreement within 30 days upon receipt of the Notice of Award and must substantially complete the work not later than 210 calendar days thereafter, and

to fully complete the work within 300 calendar days. The CONTRACTOR shall not be entitled to any damages on account of hindrances or delays in construction from any cause whatsoever. This paragraph shall include but not be limited to any actions which result in delays in scheduling, substantial changes in scope of work, or substantial increases in the costs of performing the work under this Agreement.

Liquidated damages will be assessed against Vendor in the amount of \$500.00 per day, for each day after each milestone that the work contemplated is incomplete.

4. 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. 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.

5. 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.

6. 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.

7. 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: Adam Thornton, Public Works Director, 386-322-3082, athornton@southdaytona.org
- c. CONTRACTOR's Project Manager is: [...]. [Blake Molin - Project Manager - \(386\) 366 -2261
bmolin@drewrysite.com](mailto:bmolin@drewrysite.com)

8. 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: Drewry Site Development, Attention: Hope Drewry,
400 Venture Dr, Suite F
[insert street address], South Daytona, FL 32119
[insert city, state, zip].

9. 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.
10. **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.
11. **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.

12. **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: _____

DREWRY SITE DEVELOPMENT

Hope Drewry
Hope Drewry - Managing Member
and authorized agent

ATTEST:

Kimberly Bernosky
[Kimberly Bernosky
Accounting Assistant]

(CORPORATE SEAL)

Type text here

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this 4 day of March, 2025, by Hope Drewry of DSD*, a
Florida corporation, on behalf of the corporation, and he/she is personally known to me or
has produced _____ as identification.

Emily Hamel
Signature of Notary Public - State of Florida

Emily Hamel
Printed/Typed/Stamped Name of Notary
My commission expires: 7/18/2027





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

EXHIBIT A

PROPOSAL

2/27/2025

Project: Reed Canal Stormwater Pond Expansion

TO: City of South Daytona

Scope of Work

SITework

	Quantity	Unit Cost	Total Cost
Mobilization/bond	1 ea	\$19,800.00	\$19,800.00
Install Construction Entrance, Sidewalk Demo, Haul Road	1 ea	\$10,900.00	\$10,900.00
Clear & Grub (AC)	1.5 ea	\$25,600.00	\$38,400.00
Excavate and Remove Dirt per drawing (LS)	1 ea	\$125,800.00	\$125,800.00
Grading to 4:1 Slope (LS)	1 ea	\$7,800.00	\$7,800.00
Layout DSD Work (LS)	1 ea	\$4,500.00	\$4,500.00
	--	\$207,200.00	\$207,200.00

TOTAL PROPOSAL AMOUNT:

\$207,200.00

Job Specific Notes

All excavated dirt/shell/sand to be owned by Drewry site development

If wash rack system is needed add \$28,750.00 (city to supply water source) We priced sweeping of road

EXHIBIT A

Excluded (-)

1. traffic control
2. sod
3. concrete repair
4. dewatering (pond to be lowered by city)
5. silt fence
6. tree barricade

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



EXHIBIT A

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

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 ¼" 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.



EXHIBIT A

PROPOSAL APPENDIX

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

- 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 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.

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

ORIGINAL



**Proposal For:
City of South Daytona**



**Reed Canal Stormwater Pond Expansion
BID NO. 2025-ITB-005**

Due Date / Time: Friday, February 28, 2025 @ 2:00pm



400 Venture Dr., Ste F
South Daytona, FL 32119



www.DrewrySite.com



Office: 386-313-3220
Fax: 386-872-4788

SECTION 9: RFP FORMS

RFP FORM 9A: RFP SUBMITTAL CHECKLIST

- Form 9B: Acknowledgement and Pricing Proposal
- Form 9C: Drug Free/Tie Preference Statement
- Form 9D: Public Entity Crimes Statement
- Form 9E: Anti-Collusion Statement
- Form 9F: Statement of Vendor Qualifications
- Form 9G: Professional References for Previous Experience
- Form 9H: Listing of Subcontractors
- Form 9I: Required Project Milestones
- Form 9J: Bid Bond
- ~~Form 9K: Standard Agreement for Services~~ N/A
- Attachment: RFP Proposal
- Copy of License(s)
- Insurance Certificate
- Submission of one (1) original marked "ORIGINAL," three (3) copies and one (1) digital (flash drive) copy.

BY: Drewry Site Development

Name of Business

Authorized Signature



Hope Drewry, Managing Member

Printed Name and Title

February 27, 2025

Date

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR RFP.

**RFP FORM 9B: RFP Form
Acknowledgement and Pricing Proposal**

PROJECT IDENTIFICATION: Reed Canal Stormwater Pond Expansion Project

RFP IDENTIFICATION AND NUMBER: BID NO. 2025-ITB-005

THIS RFP IS SUBMITTED TO:

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

Name of Bidder: Drewry Site Development

Mailing Address: 400 Venture Dr, Suite F, South Daytona, FL 32119

Street Address: 400 Venture Dr, Suite F

City/State/Zip: South Daytona, Florida, 32119

Phone Number: (386) 313-3220 FAX Number: (386) 239-5743

I have carefully examined the Invitation for the Request for Proposal (RFP), 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 for the Request for Proposal (RFP) at the prices or rates as finally negotiated. I agree that my RFP 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 RFP. Furthermore, I agree to abide by all conditions of the Invitation for the Request for Proposal (RFP).

I certify that all information contained in this RFP is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFP 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 RFP 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 RFP 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 RFP.

I further certify that this RFP is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a RFP 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 RFP non-responsive.

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation for the Request for Proposal (RFP), 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 proposal.

Addendum Number: 1 Date: 2/19/2025 Addendum Number: _____ Date: _____
Addendum Number: _____ Date: _____ Addendum Number: _____ Date: _____

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

RFP

The undersigned offers to furnish all materials, equipment and labor for construction of the "BID NO. 2025-ITB-005, Reed Canal Stormwater Pond Expansion Project," 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 LUMP SUM bid total is:

Two Hundred and Seven Thousand, Two Hundred Dollars
(In Words)

(In Figures) \$ 207,200.00 (See attached proposal for pricing structures and exclusions)

IN WITNESS WHEREOF, Bidder has hereunto executed this form this 27 day of February, 2025.

Drewry Site Development

(Name of Bidding Firm)

Hope Drewry
(Signature of person signing form)

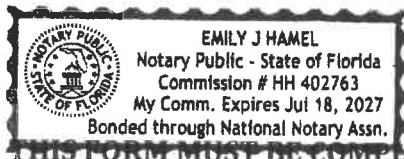
Hope Drewry, Managing Member

(Printed name and Title of person signing form)

STATE OF FL
COUNTY OF Volusia

This document was sworn to (or affirmed) and subscribed before me by means of X physical presence or _____ online notarization, this 27 day of Feb, 2025

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



Emily Hamel
Notary Public
My Commission Expires: 7/18/2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.

**RFP FORM 9C:
Drug-Free Preference Statement**

IDENTICAL TIE RFPs - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more RFPs, 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 RFP 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 RFPs 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 RFP 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 RFP, 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.

Drewry Site Development

(Name of Bidding Firm)

(Signature of person signing form)

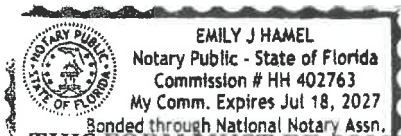
Hope Drewry, Managing Member

(Printed name and Title of person signing form)

STATE OF Florida

COUNTY OF Volusia

This document was sworn to (or affirmed) and subscribed before me by means of X physical presence or ___ online notarization, this 27 day of Feb, 2025 he/she is personally known to me or has presented _____ as identification.



(Signature of Notary Public)

Notary Public

My Commission Expires: 7/18/2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.

**RFP FORM 9D:
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 RFP, Proposal or Contract No. 2025-ITB-005 for Reed Canal Stormwater Pond Expansion Project.

This sworn statement is submitted by Drewry Site Development whose business address is 400 Venture Dr, Suite F, South Daytona, FL 32119 and (if applicable)

its Federal Employer Identification Number (FEIN) is 86-2814630. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.)

My name is Hope Drewry and my relationship to the entity named above is

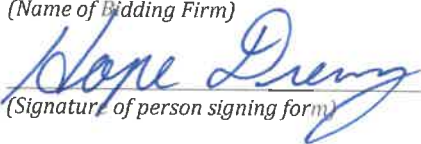
Managing Member

(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(j)(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 RFPs or applies to RFP 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).

- 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).

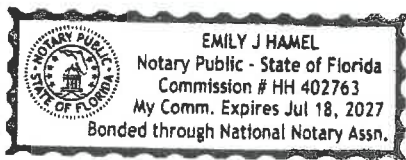
As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Drewry Site Development
 (Name of Bidding Firm)

 (Signature of person signing form)

Hope Drewry, Managing Member
 (Printed name and Title of person signing form)

STATE OF Florida
 COUNTY OF Volusia

This document was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 27 day of February, 2025, he (she is personally known to me) or has presented _____ as identification.




 Notary Public
 My Commission Expires: 7/18/2027

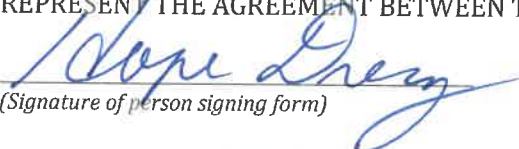
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.

**RFP FORM 9E:
Anti-Collusion Statement**

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

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

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE RFP 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)

Hope Drewry, Managing Member
(Printed name and Title of person signing form)

Name of Bidder: Drewry Site Development

Address: 400 Venture Dr, Suite F

City/State/Zip: South Daytona, Florida, 32119

Phone Number: (386) 313-3220 FAX Number: (386) 239-5743

FEIN Number: 86-2814630

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

NO RFP (REASON):

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.

**RFP FORM 9F:
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.
- (2) Permanent main office address.
- (3) Date organized.
- (4) If a corporation, where incorporated.
- (5) How many years have you been engaged in the contracting business under your present firm or trade name?
- (6) Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- (7) General character of work performed by your company.
- (8) Have you ever failed to complete any work awarded to you? If so, where and why?
- (9) Have you ever defaulted on a contract? If so, where and why?
- (10) List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- (11) List your major equipment currently owned or leased.
- (12) Experience in work similar to this type of project.
- (13) Background and experience of the principal members of your organization, including the officers.
- (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.

Drewry Site Development

(Name of Bidding Firm)

Hope Drewry
(Signature of person signing form)

Hope Drewry, Managing Member

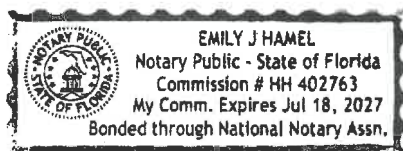
(Printed name and Title of person signing form)

STATE OF FL
COUNTY OF Volusia

This document was sworn to (or affirmed) and subscribed before me by means of X physical presence or ___ online notarization, this 27 day of February, 2025, he/she is personally known to me or has presented ___ as identification.

Emily Hamel
Notary Public
My Commission Expires: 7/18/2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.



**RFP FORM 9G:
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>	Commercial Construction, Inc.
<i>City, State:</i>	Ormond Beach, Florida
<i>Contact Person:</i>	Gary Roberts
<i>Telephone Number:</i>	(386) 238-1570
<i>Email Address:</i>	groberts@ccidaytona.com
<i>Description of Goods or Services provided:</i>	Sitework, Paving, Flatwork, Curb, Misc.
<i>Contract Amount:</i>	\$550,000.00
<i>Start/End Date of Contract:</i>	01/01/2023 - 12/21/2024

Reference 2:

<i>Company Name:</i>	Halifax River Partners, LLC
<i>City, State:</i>	Ormond Beach, Florida
<i>Contact Person:</i>	Joseif Atanasoki
<i>Telephone Number:</i>	(386) 451-5299
<i>Email Address:</i>	Ja@microflexinc.com
<i>Description of Goods or Services provided:</i>	Sitework, Paving
<i>Contract Amount:</i>	\$1,200,000.00
<i>Start/End Date of Contract:</i>	05/01/2023 - 11/01/2023

Reference 3:

<i>Company Name:</i>	Nova Oaks Storage
<i>City, State:</i>	Daytona Beach, FL
<i>Contact Person:</i>	George Nour
<i>Telephone Number:</i>	(386) 566-0422
<i>Email Address:</i>	ganour@cfl.rr.com
<i>Description of Goods or Services provided:</i>	Sitework, Paving, Flatwork, Curb, Underground
<i>Contract Amount:</i>	\$220,961.88
<i>Start/End Date of Contract:</i>	08/01/2022 - 06/30/2024

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.

**RFP FORM 9H:
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>	N/A		
<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 2:

<i>Name:</i>	N/A		
<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>	N/A		
<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 RFP.

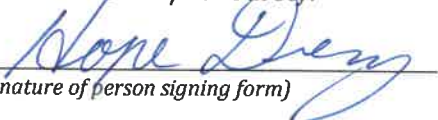
**RFP FORM 9I:
Required Project Milestones**

The Vendor agrees to complete the required project milestones listed below within the time frame specified.

Required Substantial Completion Time*: **210 Days**

Required Final Completion Time*: **300 Days**

The Vendor agrees to accept liquidated damages and pay the City **Five Hundred Dollars (\$500)** for each consecutive calendar day, including rain days and holidays, that expires after each of the required project milestone completion times listed above until each are completed or, if no construction milestones are listed, the time specified for final completion until the Work has been fully completed. All milestone completion dates, including substantial and final completion, will be determined solely by the City. The City has the option to retain this amount from the compensation otherwise paid to the Vendor. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Vendor or his/her Surety, then such excess shall be paid to the City by the Vendor or his/her Surety.


(Signature of person signing form)

Hope Drewry, Managing Member
(Printed name and Title of person signing form)

Name of Bidder: Drewry Site Development

Address: 400 Venture Dr. Suite F

City/State/Zip: South Daytona, FL 32119

Phone Number: (386) 313-3220 FAX Number: (386) 239-5743

* All completion times listed are consecutive calendar days, including rain days and holidays, that expire from (and including) the date when the Contract Time commences to run as written in the Notice to Proceed.

Type text here

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.

REQUEST FOR PROPOSALS (RFP)

Reed Canal Stormwater Pond Expansion Project

CITY OF SOUTH DAYTONA



CITY OF SOUTH DAYTONA

**1672 South Ridgewood Ave.
South Daytona, Florida 32119
Telephone: (386) 322-3011**

BID NO. 2025-ITB-005

February 2025



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

PROPOSAL

2/27/2025

Project: Reed Canal Stormwater Pond Expansion

TO: City of South Daytona

Scope of Work

SITWORK

	Quantity	Unit Cost	Total Cost
Mobilization/bond	1 ea	\$19,800.00	\$19,800.00
Install Construction Entrance, Sidewalk Demo, Haul Road	1 ea	\$10,900.00	\$10,900.00
Clear & Grub (AC)	1.5 ea	\$25,600.00	\$38,400.00
Excavate and Remove Dirt per drawing (LS)	1 ea	\$125,800.00	\$125,800.00
Grading to 4:1 Slope (LS)	1 ea	\$7,800.00	\$7,800.00
Layout DSD Work (LS)	1 ea	\$4,500.00	\$4,500.00
	--	\$207,200.00	\$207,200.00

TOTAL PROPOSAL AMOUNT:
\$207,200.00

Job Specific Notes

All excavated dirt/shell/sand to be owned by Drewry site development

If wash rack system is needed add \$28,750.00 (city to supply water source) We priced sweeping of road

Excluded (-)

1. traffic control
2. sod
3. concrete repair
4. dewatering (pond to be lowered by city)
5. silt fence
6. tree barricade

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



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

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 ¼" 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 LLC
 400 Venture Drive, Suite F
 South Daytona, FL 32119
 (386) 313-3220

PROPOSAL APPENDIX

- 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 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.

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



Ron DeSantis, Governor

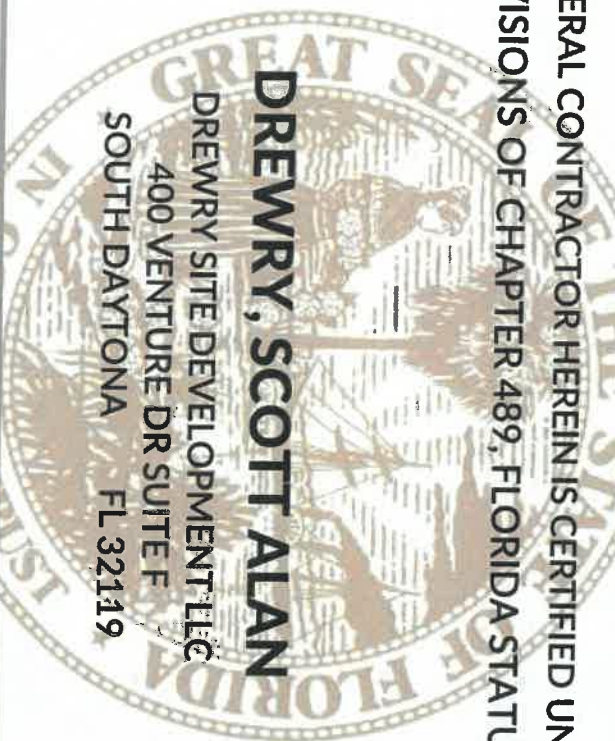
Melanie S. Griffin, Secretary



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



DREWRY, SCOTT ALAN

DREWRY SITE DEVELOPMENT LLC
400 VENTURE DR SUITE F
SOUTH DAYTONA FL 32119

LICENSE NUMBER: CGC1532583

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/08/2024

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.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

HORAN, CHARLES CAROTHERS

DREWRY SITE DEVELOPMENT LLC
400 VENTURE DRIVE SUITE F
SOUTH DAYTONA FL 32119

LICENSE NUMBER: CUC1226162

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/24/2024

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.



Jimmy Patronis
CHIEF FINANCIAL OFFICER
JoAnne Rice
DIVISION DIRECTOR



Bruce Gillingham
BUREAU CHIEF
Ronald Dilworth
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 850-413-3644

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: **Casey C. Horan**
400 Venture Drive Suite F
South Daytona FL 32119

BUSINESS ORGANIZATION: Drewry Site Development, LLC

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2024
Type: 09
Class: 14
County: Volusia
License/Permit #: FPC24-000009
Expiration Date: 06/30/2026



Jimmy Patronis
Chief Financial Officer

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED Drewry Site Development, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY
1) CG 20 10 04 13 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
2) CG 20 37 04 13 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS- COMPLETED OPERATIONS
3) CG 24 04 1219 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US.
4) DACP 0209 1123 - PRIMARY/NON-CONTRIBUTORY COVERAGE NAMED PERSON OR ORGANIZATION

AUTO LIABILITY
1) Q ADLIN - B 08 14 - ADDITIONAL INSURED ENDORSEMENT
2) Q WAIVER - B 0814 - WAIVER OF SUBROGATION ENDORSEMENT
3) Q PNC 03 17 - PRIMARY AND NONCONTRIBUTORY—OTHER INSURANCE CONDITION

WORKERS COMPENSATION
1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)

EXCESS LIABILITY
1.) CX0001 0413 - COMMERCIAL EXCESS LIABILITY COVERAGE FORM (FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY)

INLAND MARINE:
1.) IM7902 0404 (LOSS PAYEE)

**RFP FORM 9J:
Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we Drewry Site Development, LLC

(hereinafter called the *Principal*) and Merchants National Bonding, Inc.

(hereinafter called the *Surety*) are held and firmly bound unto the City of South Daytona, Florida

(hereinafter called the *Owner*) in the sum of Five Percent of the Amount Bid _____ Dollars

(~~\$--5%---~~) lawful money of the United States of America, for the payment of which sum well

and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors,

jointly and severally, firmly by these presents:

WHEREAS, the Principal contemplates submitting or has submitted a bid to the City of South Daytona, Florida, for

Reed Canal Stormwater Pond Expansion Project
BID NO. 2025-ITB-005

WHEREAS, the Principal desires to file this bond in accordance with the law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the City, and execute a sufficient and satisfactory Contract Bond payable to the City, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 27th day of February, 2025.

Drewry Site Development, LLC

(Principal)

By: _____

ATTEST: Merchants National Bonding, Inc.

(Surety)

By: _____

Tyler D DeBord Attorney-In-Fact

Seal

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Pamela J Thompson; Steve P Farmer; Tyler D DeBord

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



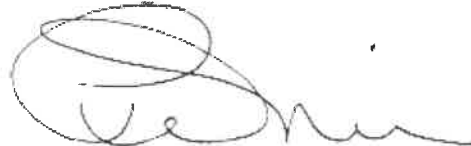
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of February, 2025.




Secretary