

AGREEMENT No. 2023-071**SANITARY SEWER MANHOLE, VAULT, AND LIFT STATION REHABILITATION**

THIS AGREEMENT, is made and entered into this, August 22, 2023, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, (hereinafter referred to as "CITY"), and DANUS UTILITIES, INC, whose address is: 2320 Beardall Ave., Sanford, FL 32771, (hereinafter referred to as "CONTRACTOR").

WHEREAS, the City of Clermont issued RFB 23-085 titled Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation;

WHEREAS, CONTRACTOR submitted its response dated July 6, 2023, to RFB 23-085;

WHEREAS, CITY desired to award a contract to CONTRACTOR in accordance with the terms and conditions of RFB 23-085 and CONTRACTOR's response thereto;

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish provide sewer manhole, vault, and lift station rehabilitation as described in CITY's RFB 23-085 and CONTRACTOR's July 6, 2023 response thereto, which are expressly incorporated herein and made a part of the Agreement Documents hereto and shall do everything required by this Agreement and the Agreement Documents. Provided, however, that nothing herein shall require CITY to purchase or acquire any items or services from CONTRACTOR.

2. THE CONTRACT SUM

CITY shall pay CONTRACTOR, for the faithful performance of the Agreement as set forth in the Agreement Documents and the Unit Price Schedule an amount in accordance with the compensation schedule set forth in Exhibit "A", attached hereto and incorporated herein.

3. PROVISION OF SERVICES AND COMPLETION OF WORK

- A. The CONTRACTOR shall only provide the CITY with sewer manhole, vault, and lift station rehabilitation upon receipt of an authorized order from CITY and shall provide the requested items in the timeframe and as set forth in RFB 23-085 or in the specific purchase order submitted by CITY. Nothing herein shall obligate CITY to purchase any specific amount of product from CONTRACTOR or create an exclusive purchase agreement between CITY and CONTRACTOR. CITY shall not be obligated or required to pay for any items received until such time as CITY has accepted the items in accordance with the order provided to CONTRACTOR.

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- B. CONTRACTOR, upon receipt of a purchase order hereunder, shall immediately notify CITY if it has an issue or question related to the fulfillment of the order or whether there will be any delay in providing the items requested. Failure of CONTRACTOR to so notify CITY will preclude CONTRACTOR from seeking payment of any kind for any items that were delayed in delivery. Upon receipt of notification of the delay, CITY may at its sole option cancel the order and seek the items from any available source.
- C. It is expressly understood and agreed that the passing, approval, and/or acceptance of any services herein by CITY or by any agent or representative as in compliance with the terms of this Contract shall not operate as a waiver by the CITY of strict compliance with the terms of this Contract and the CITY may require the CONTRACTOR replace the accepted services so as to comply with the warranties and specifications hereof.
- D. COMPANY specifically acknowledges that this Contract does not bind or obligate CITY to purchase any minimum quantity of product during the term hereof.

4. TERM AND TERMINATION

- A. This Agreement is to become effective upon execution by both parties and shall remain in effect for a period of three (3) years thereafter, unless terminated or renewed as provided for herein.
- B. Notwithstanding any other provision of this Agreement, CITY may, upon written notice to CONTRACTOR, terminate this Agreement: a) without cause and for CITY's convenience upon thirty (30) days written notice to CONTRACTOR; b) if CONTRACTOR is adjudged to be bankrupt; c) if CONTRACTOR makes a general assignment for the benefit of its creditors; d) CONTRACTOR fails to comply with any of the conditions of provisions of this Agreement; or e) CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon the performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.
- C. Upon mutual Agreement of the parties, this Agreement may be renewed for three (3) additional one-year terms. Sixty (60) days prior to completion of each extended term of this Agreement, CONTRACTOR may request and the City may consider an adjustment to price based on changes in the Producer Price Index (PPI).

5. PAYMENTS

In accordance with the provisions fully set forth in the Contract Documents, CONTRACTOR shall submit an invoice to CITY upon completion of the services and delivery of products to CITY as set forth in the applicable purchase order. CITY shall make payment to the CONTRACTOR for all accepted deliveries and undisputed products delivered and services provided, within thirty (30) calendar days of receipt of the invoice.

6. DISPUTE RESOLUTION - MEDIATION

- A. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to voluntary arbitration or the institution of legal or equitable proceedings by either party.
- B. The CITY and CONTRACTOR shall endeavor to resolve claims, disputes and other matters in question between them by mediation.
- C. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Clermont, Lake County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement Agreements in any court having jurisdiction thereof.

7. INSURANCE AND INDEMNIFICATION RIDER

7.1. Worker's Compensation Insurance

The CONTRACTOR shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the CONTRACTOR shall require the subCONTRACTOR similarly to provide Worker's Compensation Insurance for all of the subCONTRACTOR employees unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide adequate insurance, satisfactory to the CITY, for the protection of employees not otherwise protected.

7.2. CONTRACTOR's Commercial General Liability Insurance

The CONTRACTOR shall take out and maintain during the life of this Agreement, Commercial General Liability and Business Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by itself or by anyone directly or indirectly employed by it, and the amount of such insurance shall be as follows:

- A. CONTRACTOR's Commercial General Liability, \$1,000,000 Each, (\$1,000,000 aggregate). Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit

- B. Automobile Liability Coverages, \$1,000,000 Each, Bodily Injury & Property Damage Occurrence, Combined Single Limit

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

7.3. CITY's and CONTRACTOR's Protective Liability Insurance

The CITY shall procure and furnish a CITY's and CONTRACTOR's Protective Liability Insurance Policy with the following minimum limits:

- A. Bodily Injury Liability & \$1,000,000 Each (\$2,000,000 aggregate) Property Damage Liability Occurrence Combined Single Limit.

7.4. Indemnification Rider

- A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and its employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from its performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) , and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not such acts are caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article; however, this indemnification does not include the sole acts of negligence, damage or losses caused by the CITY and its other contractors.
- B. In any and all claims against the CITY or any of its agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- C. The CONTRACTOR hereby acknowledges receipt of ten dollars and other good and valuable consideration from the CITY for the indemnification provided herein.

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8. NOTICES

All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

A. **CONTRACTOR:**

Danus Utilities, Inc.

Attn: Daniel J Pardus, President

2320 Beardall Ave., Sanford, FL 32771

A. **OWNER:**

City of Clermont

Attn: Brian Bulthuis, City Manager

685 W. Montrose Street, Clermont, FL 34711

9. MISCELLANEOUS

9.1. Attorneys' Fees

In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

9.2. Waiver

The waiver by city of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.

9.3. Severability

If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

9.4. Amendment

Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.

9.5. Entire Agreement

This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous Agreements between the parties with respect to the performance of services by CONTRACTOR.

9.6. Assignment

Except in the event of a merger, consolidation, or other change of control pursuant to the sale of all or substantially all of either party's assets, this Agreement is personal to the parties hereto and may not be assigned by CONTRACTOR, in whole or in part, without the prior written consent of city.

9.7. Venue

The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Lake County, Florida.

9.8. Applicable Law

This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

9.9. Public Records

The CONTRACTOR expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.
- 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 this Florida's Public Records law 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.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. CONTRACTOR shall use reasonable efforts to provide all records stored electronically to the CITY in a format that is compatible with the information technology systems of the CITY.
- E. 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, THE

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CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT THE CITY CLERK'S OFFICE, (352) 241-7331.

10. CONTRACT DOCUMENTS


The Contract Documents, as listed below are herein made fully a part of this Contract as if herein repeated.

Document Precedence:

- A. This Agreement
- B. Purchase Order / Notice To Proceed
- C. An applicable Contractor Quote or Statement of Work
- D. All documents contained in RFB 23-085 titled Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation and CONTRACTOR's response thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 23rd day of August, 2023.

CITY OF CLERMONT

DocuSigned by:

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Tim Murry, Mayor

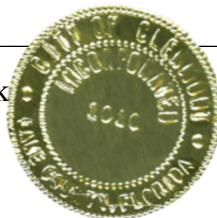
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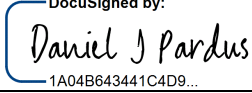
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Tracy Ackroyd Howe, City Clerk

DS



DANUS UTILITIES, INC.

By:  1A04B643441C4D9...

Print Name: Daniel J Pardus

Title: President

Date: 8/24/2023

Exhibit A

GROUP 1 PRICING (MANHOLE AND/OR VAULT REHABILITATION)

Danus Utilities, Inc.

Line Item	Description	Quantity	UOM	Unit Cost	Total
1	Cementitious lining of Brick Manhole – 48 in. Diameter	50	VF	\$ 270.00	\$ 13,500.00
2	Cementitious lining of Pre-cast Manhole – 48 in. Diameter	250	VF	\$ 240.00	\$ 60,000.00
3	Cementitious lining of Brick Manhole – 60 in. Diameter	40	VF	\$ 300.00	\$ 12,000.00
4	Cementitious lining of Pre-cast Manhole – 60 in. Diameter	25	VF	\$ 270.00	\$ 6,750.00
5	Adjust Existing Manhole Casting within Asphalt Pavement	1	EA	\$ 1,325.00	\$ 1,325.00
6	Adjust Existing Manhole Casting within Green Area	10	EA	\$ 925.00	\$ 9,250.00
7	Furnish New Ring and Cover USF 170 (SANITARY)	1	EA	\$ 425.00	\$ 425.00
8	Re-Construct Manhole Bench and Flow Channel	2	EA	\$ 750.00	\$ 1,500.00
	Total				\$ 104,750.00

GROUP 2 PRICING (LIFSTATION REHABILITATION)

Danus Utilities, Inc.

Line Item	Description	Quantity	UOM	Unit Cost	Total
9	Lift Station Surface Rehabilitation by Cementitious Lining.	100	SF	\$ 32.00	\$ 3,200.00
10.a	Bypass 8 in. Sewer Setup	9	EA	\$ 750.00	\$ 6,750.00
10.b	Bypass 10 in. to 12 in. Sewer Setup	4	EA	\$ 900.00	\$ 3,600.00
10.c	Bypass 15 in. to 18 in. Sewer Setup	4	EA	\$ 1,000.00	\$ 4,000.00
10.d	Sewer Bypass 4 in. Pump	25	Per Day	\$ 610.00	\$ 15,250.00
10.e	Sewer Bypass 6 in. Pump	10	Per Day	\$ 1,000.00	\$ 10,000.00
10.f	Sewer Bypass 8 in. Pump	10	Per Day	\$ 1,350.00	\$ 13,500.00
11.a	Furnish and Install Pump Base – 4 in. (inclusive of pump brackets)	10	EA	\$ 3,125.00	\$ 31,250.00
11.b	Furnish and Install Pump Base – 6 in. (inclusive of pump brackets)	4	EA	\$ 3,750.00	\$ 15,000.00
11.c	Furnish and Install Pump Base – 8 in. (inclusive of pump brackets)	4	EA	\$ 7,600.00	\$ 30,400.00
12.a	Re-Construct Lift Station Fillet – 6 ft. Diameter	5	EA	\$ 800.00	\$ 4,000.00
12.b	Re-Construct Lift Station Fillet – 8 ft. Diameter	2	EA	\$ 850.00	\$ 1,700.00
12.c	Re-Construct Lift Station Fillet – 10 ft. Diameter	2	EA	\$ 900.00	\$ 1,800.00
12.d	Re-Construct Lift Station Fillet – 12 ft. Diameter	2	EA	\$ 950.00	\$ 1,900.00
13	Removal of Existing Coating	200	SF	\$ 10.00	\$ 2,000.00
	Remove and Replace Existing Piping and Valves within Existing Submersible				
14.a	Lift Station through Existing Valve Vault – 4 in. (price per each riser)	10	EA	\$ 15,270.00	\$ 152,700.00

	Remove and Replace Existing Piping and Valves within Existing Submersible				
14.b.	Lift Station through Existing Valve Vault – 6 in. (price per each riser)	4	EA	\$ 19,050.00	\$ 76,200.00
	Remove and Replace Existing Piping and Valves within Existing Submersible				
14.c	Lift Station through Existing Valve Vault – 8 in. (price per each riser)	4	EA	\$ 28,150.00	\$ 112,600.00
	Remove and Replace Existing Piping and Valves within Existing Submersible				
14.d	Lift Station through Existing Valve Vault – 10 in. (price per each riser)	4	EA	\$ 37,495.00	\$ 149,980.00
	Remove and Replace Existing Piping and Valves within Existing Submersible				
14.e	Lift Station through Existing Valve Vault – 12 in. (price per each riser)	4	EA	\$ 45,920.00	\$ 183,680.00
15.a	Furnish and Install 6 ft. top slab with 36in. x 48in. hatch with Safety Grate	5	EA	\$ 8,865.00	\$ 44,325.00
	Furnish and Install 8 ft. top slab with 36in. x 48in. hatch with Safety Grate				
15.b	(Coal Tar Epoxy Coating)	2	EA	\$ 10,930.00	\$ 21,860.00
16.a	Furnish and install 5 ft. x 5 ft. valve box with 48in. x 48in. Hatch (Coal Tar	5	EA	\$ 16,460.00	\$ 82,300.00
16.b	Furnish and install 6 ft. x 6 ft. valve box with 48in. x 48in. Hatch (Coal Tar	2	EA	\$ 17,890.00	\$ 35,780.00
17.a	Temporary Bypass Riser – 4 in.	5	EA	\$ 4,485.00	\$ 22,425.00
17.b	Temporary Bypass Riser – 6 in.	2	EA	\$ 5,710.00	\$ 11,420.00
17.c	Temporary Bypass Riser – 8 in.	2	EA	\$ 8,375.00	\$ 16,750.00
18.a	2 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	10	EA	\$ 1,972.00	\$ 19,720.00
18.b	2 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5	EA	\$ 2,012.00	\$ 10,060.00
19.a	3 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	5	EA	\$ 2,812.00	\$ 14,060.00
19.b	3 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5	EA	\$ 3,012.00	\$ 15,060.00
20	Furnish and Install 3 in. Drain	5	EA	\$ 600.00	\$ 3,000.00
21	Furnish and Install SCH-80 PVC Vent – 4 in.	5	EA	\$ 550.00	\$ 2,750.00
22.a	Drain and Clean Wet Well – 6 ft.	5	EA	\$ 1,700.00	\$ 8,500.00
22.b	Drain and Clean Wet Well – 8 ft.	2	EA	\$ 1,837.00	\$ 3,674.00
22.c	Drain and Clean Wet Well – 10 ft.	3	EA	\$ 2,075.00	\$ 6,225.00
22.d	Drain and Clean Wet Well – 12 ft.	3	EA	\$ 2,212.00	\$ 6,636.00
	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop				
23.a.i	and Plug Valve) PVC Force Main	5	EA	\$ 14,450.00	\$ 72,250.00
	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop				
23.a.ii	and Plug Valve) Ductile Force Main	5	EA	\$ 15,400.00	\$ 77,000.00
	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop				
23.b.i	and Plug Valve) PVC Force Main	2	EA	\$ 14,760.00	\$ 29,520.00

23.b.ii	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	\$ 15,400.00	\$ 30,800.00
23.c.i	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	\$ 17,755.00	\$ 35,510.00
23.c.ii	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	\$ 18,410.00	\$ 36,820.00
23.d.i	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	\$ 22,525.00	\$ 45,050.00
23.d.ii	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	\$ 23,050.00	\$ 46,100.00
23.e.i	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	\$ 26,320.00	\$ 52,640.00
23.e.ii	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	\$ 26,965.00	\$ 53,930.00
24.a	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 4 in. (This price will be either added if more or subtracted if less from original	2	EA	\$ 15,200.00	\$ 30,400.00
24.b	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.b – 6 in. (This price will be either added if more or subtracted if less from original	3	EA	\$ 18,725.00	\$ 56,175.00
24.c	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.c – 8 in. (This price will be either added if more or subtracted if less from original	3	EA	\$ 27,100.00	\$ 81,300.00
24.d	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.d – 10 in. (This price will be either added if more or subtracted if less from original	3	EA	\$ 36,375.00	\$ 109,125.00
24.e	Removal, Furnish, & Installation of Existing Potable water Piping and PRV	3	EA	\$ 44,400.00	\$ 133,200.00
25.a	Valve within Existing and through Existing Valve Vault – 6 in.	1	EA	\$ 9,400.00	\$ 9,400.00
25.b	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 8 in.	1	EA	\$ 12,875.00	\$ 12,875.00

	Removal, Furnish, & Installation of Existing Potable water Piping and PRV				
25.c	Valve within Existing and through Existing Valve Vault – 10 in.	1	EA	\$ 17,825.00	\$ 17,825.00
	Removal, Furnish, & Installation of Existing Potable water Piping and PRV				
25.d	Valve within Existing and through Existing Valve Vault – 12 in.	1	EA	\$ 24,475.00	\$ 24,475.00
26.a	2-in. Line Stop Stainless Steel	1	EA	\$ 9,650.00	\$ 9,650.00
26.b	4-in. Line Stop Stainless Steel	1	EA	\$ 10,950.00	\$ 10,950.00
26.c	6-in. Line Stop Stainless Steel	1	EA	\$ 11,500.00	\$ 11,500.00
26.d	8-in. Line Stop Stainless Steel	1	EA	\$ 12,375.00	\$ 12,375.00
26.e	10-in. Line Stop Stainless Steel	1	EA	\$ 13,410.00	\$ 13,410.00
26.f	12-in. Line Stop Stainless Steel	1	EA	\$ 15,725.00	\$ 15,725.00
26.g	14-in. Line Stop Stainless Steel	1	EA	\$ 19,100.00	\$ 19,100.00
26.h	16-in. Line Stop Stainless Steel	1	EA	\$ 22,190.00	\$ 22,190.00
26.i	20-in. Line Stop Stainless Steel	1	EA	\$ 25,270.00	\$ 25,270.00
	Total				\$ 2,238,620.00

Request For Bid #RFB 23-085

Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

3. SCOPE OF WORK

3.1. Part 1: General

A. Summary:

1. These specifications shall govern all labor, material, equipment, and appliances necessary for sanitary sewer manhole and lift station rehabilitation for the purpose of eliminating infiltration and inflow, providing corrosion protection, repair of cracks and voids, and restoration of the structural integrity of the manhole/ lift stations as a result of the application of a monolithic fiber-reinforced structural/structurally enhanced pure calcium aluminate cementitious liner to the wall, ceiling, and bench surfaces of concrete, brick or any other masonry construction material. Including lift station piping rehabilitation as detailed in the specifications.

B. Submittals:

1. Submit the manufacturer's material data and application and installation instructions for all products used for approval prior to use.
2. Provide documentation that the proposed manhole/lift station rehabilitation process has a minimum three (3) year history/experience for the reconstruction of sanitary sewer manholes and lift stations on projects of similar size and scope (SEE PART 4, MINIMUM QUALIFICATIONS AND REQUIREMENTS).

C. Quality Assurance

1. Use, mix, apply, and cure all products in accordance with the manufacturer's recommendations and instructions.
2. Install all products in accordance with the manufacturer's recommendations and instructions.

3.2. Part 2: Products

A. Materials

1. Patching Mix:

- a. A quick-setting, fiber-reinforced, calcium aluminate-based cementitious material for patching and filling voids and cracks.

2. Infiltration Control Mix:

- a. A rapid-setting cementitious product specifically formulated for infiltration control.

3. Grouting Mix:

- a. A rapid-setting cementitious grout specifically formulated to stop active infiltration and fill voids.

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Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

- b. A rapid-setting chemical grout specifically formulated for stopping very active infiltration.
- 4. Liner Mix:
 - a. A fiber-reinforced pure-fused calcium aluminate cement and calcium aluminate aggregate to be wet mixed and low pressured spray applied to form the structural/structurally enhanced monolithic cementitious liner covering all interior manhole surfaces. Liner material to be SewperCoat, Strong Seal, Parson CA Liner + Cement Plus, Maximum CA + Cement or approved equivalent material by the City prior to installation.
 - b. Materials must be pre-mixed and specially formulated to withstand H₂S (hydrogen sulfide) bacterial corrosion and abrasion in sewer networks.
 - c. **The products mentioned above must be accompanied by a certified letter from the manufacturer and a letter from the contractor for a 10-year warranty.**
- 5. Bonding Compound:
 - a. Material must be modified cementitious bonding compound that protects exposed reinforcement steel and enhances the bond of overlay to the substrate.
- 6. Water:
 - a. The water must be clean and potable and will be provided by the City at designated fill stations.

3.3. Part 3: Execution

A. Preparation

- 1. Place covers over sewer inverts to prevent extraneous material from entering the sewer lines.
- 2. Remove foreign, loose, and unsound concrete and masonry material not able to be removed by high-pressure water spray may require the use of masons or mechanical tools for removal.
- 3. Clean the interior surfaces of the manhole/lift station with high-pressure (3,500 psi minimum) water spray, using detergent, muriatic acid, antibacterial agent, or other chemicals to remove grease, oil, and other contaminants that would prevent a good bond between the existing manhole interior surface and the liner material.
- 4. Active hydrostatic leaks (infiltration) shall be stopped using the rapid-setting specially formulated infiltration control mix.
- 5. Very active hydrostatic leaks (infiltration) shall be stopped using one of the rapid-setting grouting mixes specially formulated for control of very active infiltration.

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6. Clean and prepare exposed reinforcement steel, and apply and cure bonding compound, in accordance with the product manufacturer's instructions and recommendations.
7. Prepare cracks and voids to be patched and filled, and apply and cure patching mix, in accordance with the product manufacturer's instructions and recommendations.
8. Areas of the manhole/lift station that are found to be structurally damaged and in need of repair beyond the scope of this specification must be brought to the attention of the City's Project Manager. A suitable repair method must be developed for each area and submitted to the City's Project Manager for review prior to commencing the repair.
9. Prepare, clean, and repair manhole/lift station benches and inverts in the same manner as prescribed above.

B. Liner Application, Curing, and Testing

1. Prepare manhole/lift station surfaces, wet batch-mix liner materials low-pressure spray, apply liner mix to the manhole ceiling, wall, and bench surfaces, and allow the liner to cure in accordance with the product manufacturer's instructions and recommendations.
2. Liner application must be 1/2-inch for manholes and 1-inch for wet wells minimum thickness. The application must be completed with a minimum of two coats. The first coat must be applied at a thickness adequate to cover the substrate and be trowled to compact the material into voids and set the bond. The second coat must be applied to ensure complete coverage at the specified thickness.
3. Inverts must be lined with the patching mix, and trowel applied in one coat to a 1-inch minimum thickness.
4. Prepare, label, and submit recommended daily or per lot test specimens for testing.

C. Cleaning

1. Clean manhole/lift station interiors and remove all construction-related materials, equipment, and appliances from the manhole/lift station prior to reinstatement to service.

D. Lift Station Rehabilitation

1. By-pass pumps must be sound attenuated and meet the minimum flow requirements for each station. The system must have a second pump tied in and ready in case the primary pump fails. The system must be monitored 24 hours a day by a remote dialer and contractor personnel. The successful respondent is responsible for emergency calls day and night while it is on by-pass pumps. The bypass system must be tested to ensure proper operation. The City must witness the testing and sign off prior to starting rehabilitation.

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2. Temporary pump-out riser will need to be installed first and may be left as the emergency pump out. The City will help determine the best location for both parties. The riser must consist of a flanged P-401 spool coming up above grade, flanged P-401 90, MJ P-401 Tee, two MJ gate valves with valve boxes, and all necessary restraint devices. A flanged aluminum male cam-lock and dust cap with a 6-inch flanged ¼ turn plug valve should be installed on the elbow after the job is completed.
3. The successful respondent is responsible for the removal of pumps, pipes, and valves. The City will disconnect the pump leads, remove the floats, and transducer. The pumps are to be given to the City after removal. All other materials are to be hauled and disposed of by the successful respondent.
4. Installation of base elbows must be as per manufacturers' specifications. The bases must be Flygt dual rail design. Existing pumps will need the top bolt-on guide rail bracket. Guide rails must be 3-inch stainless steel with a stainless guide rail bracket. Any modification to the existing floor or fillet for proper installation must be included in the pricing.
5. Ductile Iron pipe and fittings shall be P-401 lined. All flanged connections shall have 316 stainless steel nuts & bolts. The use of an anti-seizing compound is required on all bolts.
6. Valves inside the valve box must be Mueller, American, Clow, Dezurik, or Pratt. Check valves must be flanged L/W type with rubber disc seal. Plug valves must be flanged ¼ turn direct nut with 80% opening.
7. Pressure gauges must be installed on each discharge pipe downstream of the plug valve. The 1/2-inch tap can be directly into the ductile iron pipe. Stainless steel nipples and ball valves shall be used to make the connection. Gauges shall be 4-1/2 inch SS liquid filled with diaphragm.
8. Vent cap must be all SCH-80 PVC fittings. Use 4-inch elbows and Vanstone flanges with a SS screen between them.
9. Use a 12-foot average riser length for line item 14.a, 14.b, 14.c and alternate price for line item 1.a, 1.b, 1.c, in the Price Schedule of this RFB.

E. Alternate Bid

1. HDPE SDR-11 IPS pipe riser must be factory butt fused. The riser must have a flange adapter with SS backup ring, 90 elbow, and enough pipe to go through the wall to the restrained coupling between the wet well and valve box. The height may be adjusted with one fusion coupling. The use of a SS stiffener is required at the MJ connection.
2. A 316 stainless steel base plate must be used. Plates shall be at least 12" x 12" x ½"-thick (base plate to be used with HDPE only).

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3. Pipe bracing is required every 8-feet minimum. The first must be within 6-inches of the top elbow. The bracing must be 316 stainless steel, going from wall to wall behind the risers with a stainless steel U-bolt holding the riser to the brace. All nuts shall be vinyl locking stainless steel.

3.4. Part 4: Minimum Qualifications and Requirements

- A. The installer **MUST** have been engaged in the installation of Manhole and Lift Station System Rehabilitation Contracting Services for a minimum of 3 years and have rehabilitated a minimum of 500 sanitary sewer manholes and 15 lift stations, in the State of Florida, utilizing a system that offers pure fused Calcium Aluminate.
- B. The installer **MUST** include in their response a list of 10 references, for which manhole, lift station, or wet well rehabilitation contracting services have been provided within the last 3 years. The reference list must include the name of the company, contact person, telephone number, project duration, contract value, and the number of manholes/lift stations for each reference.
- C. The successful respondent will be responsible for knowledge of and compliance with all relatively local, state, and federal codes and regulations.
- D. For all work performed, the successful respondent must provide a competent job-site supervisor and any necessary assistants, all approved by the City's Project Manager. The job-site supervisor must be present at all times while work is in progress. The job-site supervisor will represent the successful respondent at all times while all directions given will be binding as per the contract documents. The job-site supervisor must have a minimum of 5 years of experience in the rehabilitation of Sanitary Sewer Manholes, Lift Stations, and Wet Wells utilizing a product that consists of a pure fused Calcium Aluminate Cementitious Liner.
- E. **Failure to provide the minimum qualifications and requirements described in this section with the bid response result in the bid being declared non-responsive.**

3.5. Part 5: Measurement and Payment

- A. Payments to the successful respondent will be made on the basis of the unit price in the Price Schedule as full and complete payment for furnishing all materials, labor, tools, and equipment, and for performing all operations necessary to complete the rehabilitation work of sewer manholes, lift stations, and wet wells by various trenchless methods as authorized by the City. The City will establish an annual renewable contract for these services with the successful bidders as described in this solicitation.
- B. The unit price from the Price Schedule must include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges & expenses, patent fees & royalties, labor for handling materials during the inspection, together with any and all other costs and expenses for performing and completing the work as shown on the details and specified herein. The Basis of Payment for an item at the price shown in the

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Price Schedule will be in accordance with its description of the item and as related to the work specified. Unit prices will be applied to the actual quantities furnished and installed.

1. The successful respondent's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the successful respondent feel that the cost for any item of work has not been established in the Price Schedule, the cost for that work will be included in some other applicable item, so that the price for the item reflects the total price for completing the work in its entirety.
- C. No separate payment will be made for the following work if required and its cost must be included in appropriate payment items:
- a. Applications and pulling of all utility and construction permits;
 - b. Dewatering and disposal of surplus water;
 - c. Structural repairs;
 - d. Cleanup;
 - e. Testing materials and apparatus;
 - f. Maintenance of utility service;
 - g. Appurtenant work;
 - h. Inspection Photo Records;
 - i. Maintenance of Traffic
- D. The following section will clarify the work included for the items listed in the Price Schedule.

Measurement

- A. Payment will be determined by actual measurement of the completed items, in place, ready for service, and accepted by the City's Project Manager unless otherwise specified. The City's Project Manager must witness all field measurements.
- B. When depths are indicated in the line item, they must be measured vertically from the existing grade, paved or unpaved, to the pipe invert.
- C. It is intended that all work required for completion must be included in the various line items as described in the following paragraphs.
 1. CEMENTITIOUS LINING MANHOLE, BRICK, OR PRECAST REHABILITATION (1/2" thick minimum in manholes)
 - a. This item of work will be measured and paid for at the unit price per vertical foot of 48-inch or 60-inch diameter of the manhole wall named in the Pricing Section. Measurement must be made from the bench, at its highest point, to the upper

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limit of the actually treated wall, cone, or chimney. Payment of the unit price per vertical foot will provide complete compensation for cleaning of the wall by both pressurized water and sand or soda blasting; relief of hydrostatic pressure outside the manhole, if necessary; injecting chemical grout to stop active leaks into the manhole, if necessary; furnishing and supplying of all materials or combination of materials making up the patching and coating (waterproofing) and applying or installing them; manufacturer's representative's presence or assistance, if required; isolation of the manhole by plugging entering lines; testing; safety equipment; and all incidentals necessary to obtain a watertight, sealed manhole wall and bench, complete in place.

- b. The successful respondent will be responsible for the new coating that is applied only and not the existing coating.
 - c. Payment for bypass pumping, if required (other than because of damage caused by Contractor); will be paid for under a separate item.
- 2. CEMENTITIOUS LINING OF LIFT STATION/WET WELL SURFACES (1" thick minimum in wet wells)
 - a. This item of work will be measured and paid at the unit price per square foot of wall in a lift station or wet well. Measurement will be made on the actual surface area repaired. Payment of the unit price per square foot will provide compensation for cleaning of the wall by both pressurized water and sand or soda media blasting methods; relief of hydrostatic pressure outside the structure if necessary; injecting chemical grout to stop active infiltration, if necessary; cleaning; surface preparation as specified herein; furnishing and supplying of all materials or combination of materials, including liner manufacture's representative's presence or assistance, if required; isolation of the lift station or wet well by plugging entering lines; testing; safety equipment for personnel; labor, tools and equipment; and all incidentals necessary to obtain a watertight, sealed wall and bench, complete in place.
 - b. The successful respondent will be responsible for the new coating that is applied only and not the existing coating.
- 3. BYPASS PUMPING OF SEWERS
 - a. BYPASS PUMP AND PIPING SETUP
 - i. These pay items provide complete compensation for bypass pumping operations required for sewer manhole, lift station, and wet well rehabilitation. The successful respondent must attempt to perform the rehabilitation sewer work without bypass pumping. However, if in the opinion of the City, bypass pumping is necessary, it will be identified as a payment item. The pay item is a one-time charge for all bypass pumping setup operations during a given lining installation, including services, regardless of the number of pumps

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required. Bypass pumping must be bid on the basis of the sewer size which is bypassed.

- ii. These items must include, but are not limited to all necessary and required traffic control; pumps; piping; gasoline/diesel fuel; maintenance; transportation and storage; temporary bypass and service piping; labor; materials and/or any other costs associated with bypass pumping.
- iii. Plugging or blocking a sewer line must be included in the appropriate bid item for which the flow must be stopped, this is considered incidental work and no additional payment shall be considered.

b. BYPASS PUMP

- i. These items will be paid for on a per-day basis for the operation of the bypass pumps. Bypass pump operation will be on the basis of the size of the pump used. These items must include fuel operating costs.

4. ADJUSTING EXISTING MANHOLE CASTINGS

- a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials to adjust existing manholes to match existing elevations.

5. FURNISH NEW MANHOLE RING AND COVER

- a. This pay item provides complete compensation for furnishing new manhole rings and covers as specified by the City.

6. RECONSTRUCT A COMPLETE BENCH AND FLOW CHANNEL

- a. This pay item provides complete compensation for furnishing all necessary labor, equipment, and materials required to re-construct a complete bench and flow channel, as required per the City's minimum standards.

7. INSTALLATION OF CHIMNEY SEALS

- a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and material required to install manhole chimney seals.

8. REMOVAL OF EXISTING COATINGS

- a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials necessary to remove any existing coatings that may exist in full or any portion of an existing structure.

9. REMOVE AND REPLACE EXISTING PIPING AND VALVES

- a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials necessary to remove and replace all existing piping, check valves, plug valves, and all miscellaneous materials required for

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this installation. This work will start at existing pump bases and will terminate prior to where discharge piping exits the existing valve vault. All work must comply with the City of Clermont minimum standards.



City of Clermont
Procurement Services Department
685 W. Montrose Street
Clermont, FL 34711

VENDOR INFORMATION

The following information along with a current W-9 form must be provided to the Procurement Services Department for all new vendors and when current vendors remit information changes.

Name of Individual or Business: Danus Utilities, Inc.

Contact Person and Title: Daniel J Pardus - President

Vendor Street Address: 2320 Beardall Ave

Vendor City, State, ZIP: Sanford, FL 32771

Vendor Mailing Address (if different from above): PO Box 291671, Port Orange, FL 32129

Vendor Email Address: robert@danusutilities.com

Vendor Email Address for Purchase Order (if different from above):

Phone Number: 386-804-0068 Fax Number: 407-878-1254

Taxpayer Identification Number (include a copy of your W9 form): 27-0404772

Remit to Information (if different from above):

Payment Remit to Name: _____

Payment Remit to Address: _____

Payment Remit to City, State, ZIP: _____

Please return the completed Vendor Information along with the required W-9 form by email to:
procurementservices@clermontfl.org

For any questions, please call the Procurement Services Department at (352) 241-7350.