UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

ITB# 10-19
ANNUAL PAVING SERVICES

INVITATION TO BID

The Utilities Commission, City of New Smyrna Beach, Florida (COMMISSION) is seeking bids from qualified vendors to:

Provide As Needed Paving Services per the Attached Specifications

Notice is hereby given that sealed bids will be received at 200 Canal Street, New Smyrna Beach, FL 32168, until 2:30 P.M. on February 26, 2019 at which time they will be publicly opened in the 3rd floor DeBerry Room.

Submit Bids To: Caleb Fisher, CPPB
Purchasing Agent
Utilities Commission,
City of New Smyrna Beach
(386) 424.3045 Voice
(386) 424.2748 Fax
CFISHER@UCNSB.ORG

Mailing Address: 200 Canal Street
New Smyrna Beach, FL 32168

Walk In Delivery: 200 Canal Street
New Smyrna Beach, FL 32168

Bidders must indicate on the sealed envelope the following:

A. Invitation To Bid Number
B. Hour and Date of Opening
C. Name of Bidder
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<td>DISTRIBUTION OF THE INVITATION TO BID</td>
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<td>DEADLINE FOR FINAL QUESTIONS BY 2:30 P.M.</td>
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<td>BID RETURN DEADLINE BY 2:30 P.M.</td>
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GENERAL TERMS AND CONDITIONS

1. **INSTRUCTIONS TO BIDDERS:** To insure consideration of your bid, please follow these instructions. Bids not in compliance with conditions specified herein are subject to rejection.

2. **SEALED BIDS:** AN ORIGINAL BID AND 1 COPY plus a USB Flash Drive or a CD must be in the Finance Department by the date and time specified. The Bid Reply, Certification of Drug-Free Workplace Form, Public Entity Crimes Form, Non-Collusion Affidavit of Prime Bidder Form, Evaluation Factors, Questionnaire, and any addenda issued must be included. Proposals must be sealed and clearly labeled with the following information:
   a. Name and address of Bidder
   b. Bid number
   c. Date and time of Bid Opening

3. **PREPARATION OF BID:** All information shall be entered in ink, typewritten, or produced by computer. It is your responsibility to make certain that unit prices and extended prices are correct. The UCNSB will not be responsible for errors or omissions made by the bidder in determining bid price(s). The bid must contain a manual signature of an authorized representative of the agency bidding. In order to insure uniformity, bids must be submitted on this Bid Form and the attached pages.

4. **OBLIGATION OF BIDDER:** By submitting a BID, the bidder covenants and agrees that they have satisfied themselves from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

5. **BID EXAMINATION:** BIDDERS are expected to examine, when applicable, the drawings, specifications, delivery requirements, performance sites and all instructions to satisfy themselves of conditions affecting cost of performing this contract.

6. **FURNISHED ITEMS:** No material, labor or facilities will be furnished by the COMMISSION unless specifically stated.

7. **COLLUSION:** The BIDDER hereby attests that the prices in this offer have been arrived at independently without consultation, communication or agreement with any competitor for the purpose of restricting competition.

8. **PRICE WARRANTY:** The BIDDER warrants that the prices of the items set forth herein do not exceed the prices charged by the BIDDER under a contract with the State of Florida.

9. **COMMERCIAL WARRANTY:** The BIDDER agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the BIDDER gives any customers for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the COMMISSION by any other provision of this award.
10. **INSPECTION AND ACCEPTANCE:** A duly authorized representative of the COMMISSION will accomplish inspection and acceptance of the supplies/services purchased herein at the designated delivery point.

11. **QUESTIONS REGARDING BID:** COMMISSION has made every effort to provide prospective vendors with the information needed to appropriately respond to this bid. COMMISSION realizes that some clarification, interpretation, or additional information may be required.

   **Questions regarding any portion of this bid shall be directed, in writing, to:**
   Utilities Commission, City of New Smyrna Beach
   Caleb Fisher, Purchasing Agent
cfisher@ucnsb.org

   All such requests must be received no later than 2:30 PM, Eastern Standard Time, **February 8, 2019**. Responses to all requests for more information will be included in any addenda and will be made available to all BIDDERS on **February 12, 2019**.

   Requests for additional information received after the **February 8, 2019** deadline will not receive a response. Responses will not be made orally.

   Any additional information pertaining to this Bid or to the services being sought hereunder obtained in a manner other than as described in the preceding paragraph should be regarded as unofficial. COMMISSION will not be bound in any way by information so obtained, or by a Bidder’s reliance thereon.

12. **COMMUNICATIONS:** Any communication between any potential vendor, service provider, bidder, lobbyist or consultant and any U.C. Commission Member, staff member, or consultant of the U.C. regarding this procurement is strictly prohibited from the date on which the solicitation advertisement appears on the U.C.’s website, Demandstar, or newspaper through the date of contract award. Also from the date of the filing of any notice of protest of award through resolution for the parties involved in the protest or contract award, whichever is longer. The only exceptions to this are communications with the U.C.’s Material Manager or the U.C.’s designated point of contact. Any violation shall constitute grounds for immediate and permanent disqualification of the offending firm and possible debarment or suspension. At the U.C.’s General Manager/CEO and Director of Finance (CFO)’s sole discretion, it may also serve as grounds for the voiding of any Contract with the violator and/or to temporarily or permanently debarring the violator from future work with the U.C. This process will safeguard the integrity of the U.C.’s procurement and protest process and also provide an ethical, equitable, and transparent procurement process.

13. **NON DISCLOSURE:** The Utilities Commission understands the vendors concerns regarding confidential and/or proprietary information for both participating parties. In response UCNSB is incorporating the following verbiage into **ITB 10-19 ANNUAL CONTRACT PAVING SERVICES**. Upon receipt by UCNSB, responses to solicitations
become public records subject to the provisions of Florida’s state policy on public records, Section 119 Florida Statutes. If you believe that any portion of your response is exempt you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption.

14. **INVOICES**: All invoices resulting from the award of this bid will be paid within 30 days of receipt of invoice or receipt of goods or acceptance of work performed.

15. **BID FORM**: A Bid Form is provided and a completed original and one duplicate copy shall be returned in a **sealed envelope properly marked with Bid number and acknowledgment of receipt of addenda where applicable**. It is incumbent upon each bidder to ensure that they have received all addenda before submitting their bid.

16. **BID OPENING**: Bids will be publicly opened, read aloud and recorded, on the date and time indicated, at the location specified in the request for bid. It is the **BIDDER**’s sole responsibility to assure his/her bid is delivered at the proper time and place of the bid. The **COMMISSION** will not be responsible for late deliveries or delayed mail. Bids delivered after the time specified shall not be considered; such bids shall remain **unopened**.

17. **QUOTING PRICES**: Carelessness in quoting prices or in preparation of bid otherwise will not relieve the **BIDDER**. **BIDDERS** are expected to examine specifications, delivery schedule, extensions, and all terms and conditions in the bid documents. Bids having erasures or corrections must be initialed in ink by the **BIDDER**. In the event of an extension error(s), the unit price will prevail.

18. **AMENDED OR WITHDRAWN BIDS**: Bids may be amended or withdrawn only by written notice prior to the bid opening. Amendments will only be accepted in the form of a new bid package. The bidder must pick up the original bid package and submit an amended sealed bid prior to the bids closing date and time. Amendments or withdrawals received after the bid opening will not be effective, and the original bid submitted will be considered.

19. **PUBLIC ENTITY CRIMES**: UNDER SECTION 287.133(2)(a), FLORIDA STATUTES, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category two for a period of 36 months from the date of being placed on the convicted vendor list. See attachment “A”.

20. **CONSIDERATION OF BIDS**: The **COMMISSION** reserves the right to award the contract to the Bidder(s) that the **COMMISSION** deems to offer the best overall bid. The **COMMISSION** is therefore not bound to accept a bid on the basis of lowest price. In addition, the **COMMISSION** at its sole discretion, reserves the right to cancel this Bid, to
reject any and all bids, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the COMMISSION to do so. The COMMISSION also reserves the right to make multiple or split awards if it is deemed to be in the COMMISSION’S best interest. The COMMISSION shall not be responsible for any cost or expense incurred by the Bidder in preparing or submitting a bid or any cost prior to the execution of a contract agreement.

21. **TIE BID:** In the event of a tie bid where quality and service are equal; a preference is given to vendors submitting, with the proposal, a certification of a drug free work place in accordance with Section 287.087 Florida Statutes. Where tie bids are between bidders, one of which is located in Volusia County and the other bidder is not, the recommended award shall be to the local bidder. Past Performance-Consideration will be given based on previous history and performance on similar Utilities Commission projects or requirements. Delivery availability or completion period. Capacity to perform in terms of service availability, facilities, personnel or financial availability. Closeness to delivery point. If all conditions are equal, a flip of a coin, with two witnesses present, shall be the deciding factor.

22. **SUBMITTING BIDS:** Bids shall be **addressed and mailed or delivered as specified on page one (1) to 200 Canal St. New Smyrna Beach, Florida 32168.**

23. **NO BID:** In the event an Invitation to Bid is returned as a no bid, "**NO BID**" shall be properly marked on the outside of the envelope with the bid number.

24. **REJECTED BIDS:** The COMMISSION reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

25. **FAILURE OF THE CONTRACTOR TO DELIVER:** Failure of the contractor to deliver within the time specified, or within a reasonable time as interpreted by the COMMISSION or failure to make replacements of rejected articles as directed, shall permit the COMMISSION to purchase on the open market articles of comparable grade to take the place of those rejected or not delivered. On all such purchases, the contractor shall reimburse the COMMISSION, within a reasonable time specified by the Purchasing Authority, for any expenses incurred in excess of the defaulted price. Payments due the contractor by the COMMISSION may be withheld until reimbursement is received.

26. **BRAND OR TRADE NAMES:** When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality; style and features. Bids on equivalent items will be considered unless items are noted as no substitutes. Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be at no charge to the COMMISSION. The COMMISSION reserves the right to determine if bid goods are equivalent to specified goods.
27. **AWARDS:** Awards shall be made as required for the best interest of the **COMMISSION**. The right is reserved to make award(s) by individual items, group of items, all or none, or any combination thereof, with one or more suppliers.

28. **NON-WARRANTY OF SPECIFICATIONS:** Due care and diligence have been exercised in the preparation of this Bid and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures shall rest solely with the provider. Neither the Commission nor its representatives shall be responsible for any errors or omission in this Bid nor for the failure on the part of the bidder(s) to determine the full extent of exposures.

29. **BID AWARD:** Award is expected to be made to the Bidder who best meets the requirements of UCNSB considering responsibility, responsiveness and price. A written contract and/or purchase order detailing agreed terms will be rendered between the UCNSB and the agency achieving a successful proposal. Terms of the contract will include any and all items as specified in the bid, plus mutually agreed terms and conditions.

30. **CLARIFICATION:** The UCNSB reserves the right to request clarification of information submitted and to request additional information of one or more Bidders, if needed.

31. **OTHER AGENCIES:** All respondents awarded contracts from this solicitation may, upon mutual agreement, permit any municipality or other government agency to participate in the contract under the same prices, terms and conditions. If the period of time is not defined within this solicitation, the prices, terms and conditions shall be firm for 120 days from date of award. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any city municipality or agency, nor will any city municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further it is understood that each agency shall issue their own purchase order to the awarded respondent(s).
32. **INSURANCE**: The Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to **COMMISSION**.

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<th>Coverage</th>
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<tr>
<td>(a) Worker's Compensation</td>
<td>Statutory requirements at location of work</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$100,000 Each occurrence</td>
</tr>
<tr>
<td></td>
<td>$300,000 Disease, aggregate</td>
</tr>
<tr>
<td></td>
<td>$100,000 Disease, each employee</td>
</tr>
<tr>
<td>(b) General Liability</td>
<td>$1,000,000 General Aggregate</td>
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<tr>
<td></td>
<td>$1,000,000 Products - Comp Ops Agg</td>
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<tr>
<td></td>
<td>$500,000 Each Occurrence</td>
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<td></td>
<td>$50,000 Fire Damage</td>
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<td></td>
<td>$5,000 Medical Expense</td>
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<tr>
<td>(c) Automobile Liability</td>
<td>$1,000,000 Combined Single Limit</td>
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<tr>
<td>(owned, hired and non-owned)</td>
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<tr>
<td>Option of Split Limits:</td>
<td></td>
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<tr>
<td>(1.) Bodily Injury</td>
<td>$500,000 Per Person</td>
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<td></td>
<td>$1,000,000 Per Accident</td>
</tr>
<tr>
<td>(2.) Property Damage</td>
<td>$500,000</td>
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33. **INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY**:  
The provisions of Florida Statute 768.28 applicable to the Utilities Commission, City of New Smyrna Beach apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Utilities Commission acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the Utilities Commission acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The Utilities Commission shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the Utilities Commission, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney’s fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the Utilities Commission.

Provided, however, if the contract between the Utilities Commission and the Contractor is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless the Utilities Commission, shall be limited to an obligation to indemnify or hold harmless the Utilities Commission, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractor and persons employed or utilized by the Contractor in the performance of the contract.

34. **WARRANTY AND ACCEPTANCE:** All material shall be new and workmanship shall be first class in every respect. The work shall be subject to inspection and acceptance by the **COMMISSION**. Contractor guarantees its work hereunder for a period of twelve (12) months after completion and acceptance of the work unless otherwise set forth herein. In the event the **COMMISSION** discovers defects in material or workmanship at any time before the expiration of the specified warranty period, Contractor shall, upon written notice from the **COMMISSION**, repair or replace at its sole expense any such defects. The **COMMISSION** may perform such repairs or replacements by other reasonable means and Contractor agrees to pay for such corrective measures. Neither acceptance of the work by the **COMMISSION** nor payment shall relieve Contractor from liability under the indemnity clause or any of the guarantees or warranties contained or implied herein.

35. **CHANGES:** The **COMMISSION** may, at any time, direct in writing additions, deletions or changes to all or any part of the work. If any such changes cause an increase or decrease in the cost of or in the time required to perform such work, Contractor shall submit detail information substantiating such claims and an equitable adjustment shall be made to the price or time of performance.

36. **CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE CONTRACTING ENTITY/LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER ELECTED OFFICIALS:** No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the **COMMISSION** who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.
37. **EMPLOYEE CONFLICT OF INTEREST:** It shall be unethical for any COMMISSION employee to participate directly or indirectly in a procurement contract when the COMMISSION employee knows that:

(1) The COMMISSION employee or any member of the COMMISSION employee's immediate family has a financial interest in the procurement contract; or

(2) Any other person, business, or organization with whom the COMMISSION employee or any member of a COMMISSION employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

A COMMISSION employee or any member of a COMMISSION employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

38. **GRATUITIES AND KICKBACKS:**

(1) Gratuities. It shall be unethical for any person to offer, give, or agree to give any COMMISSION employee or former COMMISSION employee, or for any COMMISSION employee or former COMMISSION employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity COMMISSION in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

(2) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier sub-contractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(3) Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.
CERTIFICATION OF DRUG-FREE WORKPLACE FORM

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR SIGNATURE
PUBLIC ENTITY CRIMES FORM
SWORN STATEMENT UNDER SECTION 287.133(3) (1) FLORIDA STATUTES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted Bid, Bid or Contract for **PURCHASE OF ELECTRICAL SWITCHGEARS**.

2. This sworn statement is submitted by __________________________________________
   [name of entity submitting sworn statement] whose business address is:
   ___________________________________________________ and (if applicable) its Federal Employer Identification Number (FEIN) is ______________________.
   If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ____________________________.

3. My name is ______________________________ and my relationship to the entity named above is ____________________________________________.

4. I understand that a “public entity crime” as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state of federal law be a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state, or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (91) (b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charged brought by indictment or information after July 1, 1989, as a result of just verdict, non-jury trial, or entity of a plea of guilty or nolo contendere.

6. I understand the “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means: (1) A Predecessor or Successor of a person convicted of public 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. The term “affiliate” includes those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public crime in Florida during the preceding 36 months shall be considered an affiliate.
Public Entity Crimes Statement
Page 2 of 2

7. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions 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.

8. Based on information and belief, that 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, or one more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate or the entity, has been charged with and convicted of public entity 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.]
   _____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date        Signature

STATE OF: _________________  COUNTY OF: _________________

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _________________ [name of individual signing] who after first sworn by me affixed his/her signature in the space provided above on this ____ day of ____________________, 20_____.

My commission expires:              Personally known to me, or
                                      Produced Identification:

_________________________________  _______________________________  _______________________________
Notary Public                  Print, Type or Notary Stamp                  Type of I.D.
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER FORM

State of ____________

County of ____________

_____________________________, being first duly sworn, deposes and says that:

He/she is ____________ of ________________, Bidder that has submitted the attached Bid;

He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the COMMISSION.

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_______________________________
Signed

_______________________________
Title

Subscribed and sworn to before me this _____ day of ________, 20__.

_______________________________
Title

My Commission Expires: ____________
W-9
Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Business name/described entity name, if different from above

Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/self-employer or single-member LLC
- Partnership
- Trust/estate
- Other (see instructions)

Limited liability company. Enter the tax classification (C=c corporation, S=S corporation, P=Partnership) ________ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Address (number, street, and apt or suite no). See Instructions.

City, state, and ZIP code

Requestor's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is the entity's employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

- - - - - - -

Or

Employer identification number

- - - - - - -

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1098-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
VENDOR APPLICATION

In addition to General conditions, your BID may be disqualified if the following vendor information is not returned with your BID.

Vendor is:
( ) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other ________________________________ (Explain)

Federal Employer Identification Number or Social Security Number: _________________________________

Do you collect Florida State Sales Tax? ( ) Yes ( ) No

Firm Name: ____________________________________________________________

Mailing Address: _______________________________________________________

Telephone No. _______________________ Fax No. _________________________

Email Address: ____________________ Web Address: ______________________

Commodity or Service Supply: ____________________________________________

If vendor is quoting, as a manufacturer’s representative and the purchase order should be addressed to the manufacturer in care of the vendor, so indicate.

If remittance address is different from the mailing address so indicate below.

Firm Name: ____________________________________________________________

Mailing Address: _______________________________________________________

Telephone No. _______________________ Fax No. _________________________

Email Address: ____________________ Web Address: ______________________

Submitted by: _________________________________________________________

Name & Title Printed: ___________________________________________________
Additional space may be required. Please answer questions in the order presented. All questions must be answered or contractor may be disqualified.

1. Has your company ever been denied insurance or had insurance canceled?
2. Is your company bondable? Has your company ever been denied bond? If yes, explain.
3. Can your insurance company produce a certificate of insurance stating your limits and naming UCNSB as an Additional Insured?
4. Since January 1, 2014, has your company been a defendant in any lawsuits?
5. Is your company a subsidiary or otherwise legally affiliated with any other company?
6. Is your company rated by Dunn & Bradstreet or any other rating agency? If yes, what is the name of the agency and rating?
7. Is your company in any stage of bankruptcy, including initial filing?
8. Has your company been disbarred by the Federal Government or any State Government?
REFERENCES

Provide the business names, contact persons and telephone numbers of three (3) references for which the firm has provided the services described in this RFQ. Include relationships with utility and governmental agencies. It is our intent to contact these references during the award process. Award of this contract will be based on price AS WELL AS REFERENCES AND EXPERIENCE.

1. Name of Company: ___________________________________
   Address: ____________________________________________
   ___________________________________________________
   Point of Contact: _____________________________
   Phone Number: ______________________________
   Dates of Service: _____________________________
   Service(s)Provided: __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

2. Name of Company: ___________________________________
   Address: ____________________________________________
   ___________________________________________________
   Point of Contact: ______________________
   Phone Number: _______________________
   Dates of Service: ______________________
   Service(s)Provided: __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

3. Name of Company: ___________________________________
   Address: ____________________________________________
   Point of Contact: _____________________________
   Phone Number: ______________________________
   Dates of Service: _____________________________
   Service(s)Provided: __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
REQUIRED DISCLOSURE

At its sole discretion, the COMMISSION may reject any bidder the COMMISSION finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the COMMISSION to lack honesty, integrity, or moral responsibility. The discretion of the COMMISSION may be exercised based on the COMMISSION’S own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the COMMISSION may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.
BID SUBMITTAL REQUIREMENTS

Bids shall include all of the information solicited in this ITB, and any additional information that the BIDDER deems pertinent to the understanding and evaluating of the bid. Bids shall be organized and sections tabbed in the following order. The BIDDER should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All bids shall include, at a minimum, the following information. Failure to supply all of the information requested shall result in the bid being excluded from consideration. The COMMISSION reserves the right to request information or clarification from bidders following the bid opening if omissions are deemed curable.

TAB #1 **Experience:** Provide a profile showing company history, business structure, and a list of principals. A minimum of five (5) years in business is required.

TAB #2 **References:** Submit a detailed list of clients receiving similar services within the last two (2) years. Please include a brief description of the scope of work performed and the name, phone number and email address of the contact person.

TAB #3 **Pricing:** Complete, sign and submit the Bid Tabulation and Bid Form.

TAB #4 **Public Entity Crimes, Non-collusion Affidavit, Drug Free Workplace, Vendor Information & W9 Forms:**
All BIDDERs shall properly complete, notarize and submit attachments A,B,C,D & E here

TAB #5 **Addenda Acknowledgement:**
Please submit all addenda (if any) related to this bid here.

TAB #6 **Questionnaire:**
The Questionnaire responses requested should be submitted here

TAB #7 **Detailed Specifications: Business License & Insurance**
The Utilities Commission is seeking proposals for as needed Asphalt/Paving Repairs. This will be a one (1) year contract with the option for three (3) additional one year renewals upon mutual agreement. All work will be performed on an as needed basis and will require work to be done within 2-weeks of notice. **We also have an option for emergency repairs and these must be completed with 24 hours of notification.**

City of New Smyrna Beach Street Opening Patch Detail dated 2007 shall use SP 9.5 in lieu of S-3 Asphalt

The bid tabulation is split into two sections, County & City specifications. All work to be completed must meet or exceed the corresponding specifications as shown.

**Annual Contract to run from 04-24-19 / 04-23-20 with three additional One-year renewals.**

**Estimated Annual Expenditure for Services Not to Exceed: $45,000.00 Year**
Street Opening Patch Detail

EXIST. PAVEMENT

EXIST. BASE

PAVEMENT & BASE ARE TO BE REPLACED WITH 1 1/2" TYPE S-3 AGG & 6" LIMEROCK BASE OR 8" OF CRUSHED CONCRETE

COMPACT TO 95% OF MAXIMUM DRY DENSITY IN 8" LIFTS

TYPE 'E' PIPE BEDDING

W = PIPE WIDTH + 2'

D = DEPTH (VARIES)

W + D + 2'

1'

1'
THIS PERMIT SUBJECT TO THE FOLLOWING CONDITIONS:

1. On all streets the repair work shall be done by a qualified contractor bonded by the City and said contractor shall be responsible for the condition of the repair for a period of one year.

2. Backfill and compaction: Backfill trench with suitable material, wet and tamp material in 6" layers to obtain 100% compaction (AASHTO T99-57). Compaction shall be done with mechanical tampers.

3. The base material to be installed in all cuts shall be equal to or better than the existing base both in quality and thickness. The decision as to the type of base in each individual cut will be determined by the City Engineer. Where limerock is used as a base material, it shall be thoroughly compacted in 4" layers to receive the surface course. The limerock material shall be of a quality acceptable to the City of New Smyrna Beach and the Department of Transportation. The base shall be maintained in good condition until surface course is applied to insure a good riding surface.

4. The period of time between the restoration of the base material and the application of the finish surface course shall not exceed two weeks except by special authorization of the City Engineer.

5. The surface course shall be of a type equal to or better than existing to be determined by the City Engineer for each location. Where the surface course is of asphaltic concrete it shall be of Type 1-1 1/4" thick on residential streets and Type 1-1 1/2" thick on arterial streets.

6. Before surface course is applied the area shall be squared to form a rectangle, the sides of which shall be a minimum of two feet from the furthest extension of the hole on all four sides, or as directed by the City Engineer.

7. In areas where holes are close or in a row the entire area, including that between patches shall be cut and resurfaced in a continuous strip, the width to be determined by the City Engineer.

8. Where a utility is installed in a dirt street, said street will be stabilized and restored to a condition equal to or better than the original.

9. All underground crossing installations shall be laid at a minimum depth of thirty (30) inches below the pavement. Exceptions may be made in special cases by the City Engineer.

10. Where a utility is installed in a parkway, this area shall be restored in a manner acceptable to the City, including restoration of grass, driveways, walks, drains, retaining walls, curbs, etc.

11. All work shall be done in keeping with standards of the Engineering Department, City of New Smyrna Beach, under the supervision of the City Engineer.

12. All materials and equipment shall be subject to inspection by the City Engineer.

13. If sewer lateral is broken during construction of utility, notify the Utilities Commission at 427-1361. Sewer locations will be furnished upon request of the Utilities Commission.

14. The construction and maintenance of such utility shall not interfere with the rights of a prior occupant.

15. During construction all safety regulations of the City of New Smyrna Beach shall be observed and the City shall be relieved of all responsibility from damage of any nature arising from this permit. Subject to same terms and conditions, holder shall take such safety measures, including placing and display of caution signs, as it may deem necessary in conduct of construction and maintenance work hereunder. Traffic shall be maintained at all times during construction. Where possible, all daily excavations shall be filled and completed at the end of that work day, thereby preventing open excavations to remain overnight.

16. It is expressly stipulated that this permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property rights in said holder.

17. Applicant declares that prior to the filing of this application he has ascertained the location of all existing utilities, both aerial and underground, and states that due notice of the work under application was furnished each other utility involved, and attaches hereto copies of letters addressed to said users.

18. The attached sketch covering details of this installation shall be made a part of this permit. Additional sketch shall be furnished where attached sketch is not applicable.
- **DENSITY PROCEDURES:** The backfill for the FIRST and SECOND STAGES shall be placed in 6" layers (compacted thickness) and shall be compacted to 98% of maximum density as determined by AASHTO T-180. Each layer shall be tested prior to placing next layer.

- **FIRST STAGE:** The contractor shall provide adequate compacted fill beneath the haunches of the pipe, using mechanical tampers suitable for this purpose. This compaction applies to the material placed beneath the haunches of the pipe and above any bedding required.

- **SECOND STAGE:** The contractor shall obtain a well-compacted bed and fill along the sides of the pipe and to a point indicating the bottom of the asphalt base.

- **OPTIONAL BASE GROUPS:** See latest FDOT standard Index 514. Repairs in wet conditions or having existing asphalt base, will require (Option Base Group 9) 6" of asphalt base placed/compacted in 3 lifts.

- **OPTIONS:** May/can be modified by Volusia County CDE or his designee.

Sept. 2013
GENERAL NOTES

1. The details provided in this standard index apply to cases in which jack and bore or directional boring methods are not required by the Engineer.

2. Flowable fill shall not be placed directly over loose, or high plastic, or muck material (see Index 505) which will cause settlement occurring. Stages #1 and #2 can be combined, if approved by the Engineer.

3. These details do not apply to utility cuts longitudinal to the centerline of the roadway which may require the additional use of geotextiles, special bedding and backfill, or other special requirements.

4. Method of construction must be approved by the Engineer.

5. Some pipe may require special granular backfill up to 6" above top of pipe. Geotextiles may be required to encapsulate the special granular material.

NOTES:

PAVEMENT REMOVAL AND REPLACEMENT

1. Pavement shall be mechanically sawed.

2. The replacement asphalt shall match the existing structural and friction courses for type and thickness in accordance with current FDOT asphalt mix specifications.

3. The new base materials shall be either of the same type and composition as the materials removed or of equal or greater structural adequacy (see Index No. 354).

BACKFILL OPTION

1. COMPACTED AND STABILIZED FILL

A. Backfill material shall be placed in accordance with Section 125 of the Standard Specifications.

B. In Stage #1, construct compacted fill beneath the haunches of the pipe, using mechanical tampers suitable for this purpose. This compaction applies to the material placed beneath the haunches of the pipe and above any bedding.

C. In Stage #2, construct compacted fill along the sides of the pipe and up to the bottom of the base, with the upper 12" receiving Type B Stabilization. In lieu of Type B Stabilization, the Contractor may construct using Optional Base Group 3.

2. FLOWABLE FILL

A. If compaction cannot be achieved through normal mechanical methods then Flowable fill may be used.

B. Flowable fill is to be placed in accordance with Section 121 of the Specifications, as approved by the Engineer.

C. Do not allow the utility being installed to float. If a method is provided to prevent flotation from occurring, Stages #1 and #2 can be combined, if approved by the Engineer.

D. In Stage #1, place flowable fill midway up on both sides of the utility. Allow to harden before placing Stage #2.

E. In Stage #2, place flowable fill to the bottom of the existing base course.

FLEXIBLE PAVEMENT CUT

NOTES:

PAVEMENT REMOVAL AND REPLACEMENT

1. High early strength cement concrete (3000 psi) meeting the requirements of Standard Specification 386 shall be used for rigid pavement replacement.

2. Pavement shall be mechanically sawed and restored to conform with existing pavement joints within 12 hours. (See Index 305)

BACKFILL OPTION

1. GRANULAR BACKFILL

A. Any edgdrain system that is removed shall be replaced with the same type materials. Any edgdrain system that is damaged shall be repaired with methods approved by the Engineer.

B. Fill material shall be placed in accordance with the Standard Specifications. Fill material shall be special select soil in accordance with Index 505.

C. In Stage #1, construct compacted fill beneath the haunches of the pipe, using mechanical tampers suitable for this purpose. This compaction applies to the material placed beneath the haunches of the pipe and above any bedding.

D. In Stage #2, construct fill along the sides of the pipe and up to the bottom of replacement pavement.

2. FLOWABLE FILL

A. If mechanical compaction can not be achieved through normal mechanical methods then Flowable fill may be used.

B. Flowable fill is to be placed in accordance with Section 121 of the Specifications, as approved by the Engineer.

C. Do not allow the utility being installed to float. If a method is provided to prevent flotation from occurring, Stages #1 and #2 can be combined, if approved by the Engineer.

D. In Stage #1, place flowable fill midway up on both sides of the utility. Allow to harden before placing Stage #2.

E. In Stage #2, place flowable fill to the bottom of the stone layer.

RIGID PAVEMENT CUT

NOTES:

PAVEMENT REMOVAL AND REPLACEMENT

1. Where asphalt concrete overlays exist over full slab concrete pavement, the replacement pavement shall have an overlay constructed over the replacement slab. The overlay shall match the existing asphalt pavement thickness. The replacement friction course shall match the existing friction course, except structural course may be used in lieu of dense graded friction course.

2. All shoulder pavement, curb, curb and gutter, and their substructure disturbed by utility trench cut construction shall be restored in kind.

3. The use of flowable fill to reduce the time traffic is taken off a facility is acceptable but must have prior approval by the Engineer. Flowable fill use is allowed only when properly engineered for pavement crossings, whether straight or diagonal, and shall not be installed for significant depths or lengths. The maximum length shall be fifty (50) feet and a maximum depth of six (6) feet unless supported by an engineering document prepared by a registered professional engineer that specializes in soils engineering. The engineering document shall address the evaluation of local groundwater flow interruption and settlement potential.

4. Excavatable flowable fill is to be used when the flowable fill option is selected.
NOTES:
1. These details are for construction field expediency to resolve utility conflicts that cannot be remedied by relocation. For conflicts determined during design, use the construction shop drawings for structure details.
2. Concrete used in conflict structures shall be as specified in ASTM C497B. 4000 psi may be used in lieu of Class I concrete.
3. Maximum opening for pipe shall be the pipe OD plus 6". Mortar used to seal the pipe into the opening will be of such mix that shrinkage will not cause leakage into or out of the structure.
4. If the conflict structure is round or there are multiple inlet or outlet pipes, then the wall section should be reviewed for strength.
5. If during construction or the plans design process it is determined that a potable water supply line must pass though a storm drain structure, it must be in compliance with Chapter 62-555.314 (3) F.A.C. and shown on the design or construction plans and submitted to the Florida Department of Environmental Protection (FDEP) Administrator For Drinking Water in the respective FDEP District for review and comment. This index and rule citation provide accepted methods for addressing conflicts when and where they cannot be reasonably avoided. To be submitted along with the plans shall be a justification describing inordinate cost and the impracticality of avoidance. If identified, properly justifying, and accomplished in accordance with this index, approval is granted. Upon request, the Utility Agency Owner (UAO) must provide support data on the cost of relocation or adjustment to the FDOT for submittal to the FDEP. See the following web site for District FDEP Drinking Water Contacts: www.dep.state.fl.us/water/drinkingwater/index.htm and click on "Organization" on the menu to the right.

DESIGNER'S NOTES:
"Sumped" conflict manholes shall not be sued unless the system is hydraulically designed to account for the headloss generated if the sump is completely blocked.

MISCELLANEOUS UTILITY DETAILS

UTILITY CONFLICT PIPES THRU STORM DRAIN STRUCTURES
NOTES

1. Cut-Lines must be straight and cleanly sawed.

2. Longitudinal Cut-Lines are the same for both rigid and flexible pavement.
   For Transverse Cut-Lines in rigid pavement, extend the Cut-Line to the nearest existing joint.

3. See Sheet 1 for replacement pavement.
50' R/W, TYPICAL LOCAL ROADWAY

CITY OF NEW SMYRNA BEACH
FLORIDA

FIGURE 1
### BID TABULATION

**CITY OF NEW SMYRNA BEACH SPECS**

**BIDDER NAME:** ________________________________

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>COST/UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency next day Mobilization (Milling and paving)</td>
<td>1</td>
<td>LS (&lt; 300 SY)</td>
<td></td>
</tr>
<tr>
<td>Emergency next day Mobilization (Milling and paving)</td>
<td>1</td>
<td>LS (&gt; 300 SY)</td>
<td></td>
</tr>
<tr>
<td>Mobilization w/in 2 weeks of notice (Milling and paving)</td>
<td>1</td>
<td>LS (&lt; 300 SY)</td>
<td></td>
</tr>
<tr>
<td>Mobilization w/in 2 weeks of notice (Milling and paving)</td>
<td>1</td>
<td>LS (&gt; 300 SY)</td>
<td></td>
</tr>
<tr>
<td>1 Inch SP 9.5 Asphalt Surface Course (and overlay)</td>
<td>1</td>
<td>SY (&lt;200 SY)</td>
<td></td>
</tr>
<tr>
<td>1 Inch SP 9.5 Asphalt Surface Course (and overlay)</td>
<td>1</td>
<td>SY (&gt;200 SY)</td>
<td></td>
</tr>
<tr>
<td>1-1/2 Inch SP 9.5 Asphalt</td>
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<td>SY (&lt;200 SY)</td>
<td></td>
</tr>
<tr>
<td>1-1/2 Inch SP 9.5 Asphalt</td>
<td>1</td>
<td>SY (&gt;200 SY)</td>
<td></td>
</tr>
<tr>
<td>1-1/2 Inch SP 9.5 Asphalt (within 24 Hours)</td>
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<td>SY (&lt;200 SY)</td>
<td></td>
</tr>
<tr>
<td>1-1/2 Inch SP 9.5 Asphalt (within 24 hours)</td>
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<td>SY (&gt;200 SY)</td>
<td></td>
</tr>
<tr>
<td>2 Inches SP 12.5 Asphalt</td>
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<td>SY (&lt;200 SY)</td>
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</table>
## UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

**ITB# 10-19**
**ANNUAL PAVING SERVICES**

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<th>UNIT</th>
<th>COST/UNIT</th>
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<td>SY (&gt;200 SY)</td>
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</tr>
<tr>
<td>2 Inches SP 12.5 Asphalt (within 24 hours)</td>
<td>1</td>
<td>SY (&lt;200 SY)</td>
<td></td>
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<tr>
<td>2 Inches SP 12.5 Asphalt (within 24 hours)</td>
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<td>Alternate Asphalt Base SP 12.5</td>
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<td>Milling existing surface (per ½ inch)</td>
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<td>SY (&lt;300 SY)</td>
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<tr>
<td>Milling existing surface (per ½ inch)</td>
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<td>SY (&gt;300 SY)</td>
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<tr>
<td>Thermoplastic Paint (6” White, w/RPM)</td>
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<td>LF</td>
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</tr>
<tr>
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<td>Thermoplastic Paint (Cross walk)</td>
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<tr>
<td>Thermoplastic Paint (Stop Bar)</td>
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<td>EA</td>
<td></td>
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<td>Traffic Paint (6” White, w/RPM)</td>
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<td>LF</td>
<td></td>
</tr>
<tr>
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<td>COST/UNIT</td>
</tr>
<tr>
<td>-----------------------------------------------------------</td>
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<td>-------</td>
<td>-----------</td>
</tr>
<tr>
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<td>Removal of Material</td>
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<td>Compaction of Existing Base Course</td>
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<td>SY</td>
<td></td>
</tr>
<tr>
<td>Compaction of New Base Course, 8” Limerock</td>
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<td>SY</td>
<td></td>
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<tr>
<td>Maintenance of Traffic (Lane Closures w/flagmen)*</td>
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<td>LS</td>
<td></td>
</tr>
<tr>
<td>Maintenance of Traffic (Road Closures with Detour)*</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>Maintenance of Traffic (shoulder work)</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>Concrete Curb Repair</td>
<td>1</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>Decorative Pavement Repair (pavers/stamped asphalt)</td>
<td>1</td>
<td>SF</td>
<td></td>
</tr>
</tbody>
</table>
## BID TABULATION
### COUNTY OF VOLUSIA SPECS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>COST/UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency next day Mobilization (Milling and paving)</td>
<td>1</td>
<td>LS (&lt; 300 SY)</td>
<td></td>
</tr>
<tr>
<td>Emergency next day Mobilization (Milling and paving)</td>
<td>1</td>
<td>LS (&gt; 300 SY)</td>
<td></td>
</tr>
<tr>
<td>Mobilization w/in 2 weeks of notice (Milling and paving)</td>
<td>1</td>
<td>LS (&lt; 300 SY)</td>
<td></td>
</tr>
<tr>
<td>Mobilization w/in 2 weeks of notice (Milling and paving)</td>
<td>1</td>
<td>LS (&gt; 300 SY)</td>
<td></td>
</tr>
<tr>
<td>1 Inch SP 9.5 Asphalt Surface Course (and overlay)</td>
<td>1</td>
<td>SY (&lt; 200 SY)</td>
<td></td>
</tr>
<tr>
<td>1 Inch SP 9.5 Asphalt Surface Course (and overlay)</td>
<td>1</td>
<td>SY (&gt; 200 SY)</td>
<td></td>
</tr>
<tr>
<td>1 Inch SP 9.5 Asphalt Structural Course</td>
<td>1</td>
<td>SY (&lt; 200 SY)</td>
<td></td>
</tr>
<tr>
<td>1 Inch SP 9.5 Asphalt Structural Course</td>
<td>1</td>
<td>SY (&gt; 200 SY)</td>
<td></td>
</tr>
<tr>
<td>2 Inches SP 12.5 Asphalt</td>
<td>1</td>
<td>SY (&lt; 200 SY)</td>
<td></td>
</tr>
<tr>
<td>2 Inches SP 12.5 Asphalt</td>
<td>1</td>
<td>SY (&gt; 200 SY)</td>
<td></td>
</tr>
<tr>
<td>2 Inches SP 12.5 Asphalt (within 24 hours)</td>
<td>1</td>
<td>SY (&lt; 200 SY)</td>
<td></td>
</tr>
<tr>
<td>DESCRIPTION</td>
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<td>UNIT</td>
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</tr>
<tr>
<td>--------------------------------------------------</td>
<td>----------</td>
<td>------------</td>
<td>-----------</td>
</tr>
<tr>
<td>2 Inches SP 12.5 Asphalt (within 24 hours)</td>
<td>1</td>
<td>SY (&gt;200 SY)</td>
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<tr>
<td>Match Friction Course</td>
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<td>SY</td>
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<tr>
<td>Alternate Asphalt Base SP 12.5</td>
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<td>SY</td>
<td></td>
</tr>
<tr>
<td>Milling existing surface (per ½ inch)</td>
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<td>SY (&lt;300 SY)</td>
<td></td>
</tr>
<tr>
<td>Milling existing surface (per ½ inch)</td>
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<td>SY (&gt;300 SY)</td>
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</tr>
<tr>
<td>Thermoplastic Paint (6” White, w/RPM)</td>
<td>1</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>Thermoplastic Paint (6” Yellow, w/RPM)</td>
<td>1</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>Thermoplastic Paint (Cross walk)</td>
<td>1</td>
<td>EA</td>
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</tr>
<tr>
<td>Thermoplastic Paint (Stop Bar)</td>
<td>1</td>
<td>EA</td>
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</tr>
<tr>
<td>Traffic Paint (6” White, w/RPM)</td>
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<td>LF</td>
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<tr>
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<td>-----------------------------------------------------</td>
<td>----------</td>
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</tr>
<tr>
<td>Reflective Pavement Markers (installed)</td>
<td>1</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>Removal of Material</td>
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<td>SY</td>
<td></td>
</tr>
<tr>
<td>Compaction of Existing Base Course</td>
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<tr>
<td>Compaction of New Base Course, 8” Limerock</td>
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<tr>
<td>Cement Stabilized Base County TP-265</td>
<td>1</td>
<td>SY</td>
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<tr>
<td>Maintenance of Traffic (Lane Closures w/flagmen)*</td>
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The COMMISSION reserves the right to award the contract to the Bidder(s) that the COMMISSION deems to offer the best overall bid. The COMMISSION is therefore not bound to accept a bid on the basis of lowest price. In addition, the COMMISSION at its sole discretion, reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the COMMISSION to do so. The COMMISSION also reserves the right to make multiple or split awards if it is deemed to be in the COMMISSION’S best interest. The COMMISSION shall not be responsible for any cost or expense incurred by the Bidder in preparing or submitting a bid or any cost prior to the execution of a contract agreement.

Submitted
by:________________________________________________________

(Please Print)

Company
Name:_______________________________________________________

Date:_______________________Title:___________________________

Phone No.________________________Fax No:___________________________

E-Mail:_______________________________________________________

Signature:____________________________________________________
If you do NOT intend to bid on this requirement/project, please return this form immediately. Thank you, Utilities Commission, City of New Smyrna Beach, Florida

We, the undersigned have declined to submit a bid due to the following reason(s):

☐ Specifications too “tight”, i.e. geared toward one brand/manufacturer service only (explain below).
☐ Unable to meet time period for responding to bid.
☐ We do not offer this product or service.
☐ Our schedule would not permit us to perform.
☐ Unable to meet specifications.
☐ Unable to meet Bond/Insurance requirement(s).
☐ Specifications unclear (explain below).
☐ Unable to meet insurance requirements.
☐ Please remove us from your “bidder’s list”.
☐ Other (specify below).

REMARKS: __________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

We understand that if the “No Bid” letter is not executed and returned our name may be deleted from the bidder’s list of the Utilities Commission, City of New Smyrna Beach, FL.

Company Name: ___________________________ E-mail: ___________________________

Bid Number: ___________________________ Date: ___________________________

Signature: ___________________________ Fax: ___________________________

Telephone: ___________________________