

00-30-00 PROCUREMENT FORMS AND SUPPLEMENTS

00-30-01 BID FORM - UNIT PRICE (SINGLE PRIME CONTRACT)

NOTE TO BIDDER: Use **BLACK** ink for completing this Proposal form.

To: City of New Port Richey, City Clerk's Office
Address: 5919 Main Street
New Port Richey, FL 34652

Project Title: 2017-WAYFINDING SIGNAGE PROJECT

Bid No. ITB 18-008

Owner's Project No. _____

Bidder's person to contact for additional information on this Proposal:

Name: Anthony J. Concolino

Telephone: (412) 429-4071

Email: ajc@thekmagroup.com

Bidder's Declaration and Understanding

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection of collusion with any person submitting another Proposal on this Contract.

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data which he believes pertinent from the Design Consultant, Owner, and other sources in arriving at his conclusions.

The Bidder understands and agrees that if a Contract is awarded, the Owner may elect to award all schedules under one Contract, separately, or in any combination that best serves the interests of the Owner.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within 15 days, not including Sundays and legal holidays, after notice of award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner the Performance Bond and Payment Bond required herein, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

The Bidder further agrees to furnish the Owner, before Contract execution, the certificates of insurance as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to complete the construction, in all respects, within the number of calendar days, after the date of the Notice to Proceed, indicated herein. The Contractor shall also comply with specific completion dates and sequences indicated elsewhere in the Contract Documents.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit, extended time limit or completion dates agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of **\$1000** per day for all work awarded under one contract until the work shall have been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No.'s 1, 2, 3, _____, Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The City of New Port Richey is tax exempt.

The Bidder agrees that all federal, state, and local sales, and use taxes are excluded from the stated bid prices for the work.

NAMED MATERIALS AND MANUFACTURERS

In the space provided in this bid form, the Bidder shall list as part of the bid the material and manufacturer to be utilized, if successful. Failure to list this information shall be cause for rejection of Bid.

DRUG-FREE WORKPLACE CERTIFICATION

In the case of tie bids, preference must be given to Bidders submitting a certification with their bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The attached certification is provided for this purpose.

UNIT PRICE WORK


Bidder shall list material and manufacturer to be utilized in the space provided. Failure to list this information may be cause for rejection of Bid.

Unit price bid items:

MUST BE FILLED OUT FOR UNIT COST AND TOTALS FOR EACH ITEM:

**EXHIBIT-A UNIT PRICE
BASE BID**

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	MOB/DEMOB	1	LS	8,000. ⁰⁰	8,000. ⁰⁰
2	10' Pole Mounted Directional (2)	40	EA	2,954. ⁰⁰	118,160. ⁰⁰
3	DOT Approved Directional (2.1)	2	EA	10,900. ⁰⁰	21,800. ⁰⁰

4	8' Pole Mounted Directional (3.1)	7	EA	3000.	21,000.	
5	Secondary Entrance Sign (4)	9	EA	4700.	42,300.	
6	Main Entrance Monument Sign (5)	4	EA	14,500.	58,000.	
7	Park Kiosk (6)	3	EA	8,400.	25,200.	
8	Park Entrance Sign (7)	9	EA	6,114.	55,026.	
9	Financial Grant Sign (8)	1	EA	6,200.	6,200.	
10	Restroom (11)	2	EA	450.	900.	
11	Meadows Dog Park (12)	1	EA	6,200.	6,200.	
12	Prohibit Sign (13)	1	EA	2,300.	2,300.	
13	Pole Mounted 2-Panel Sign (14)	9	EA	4,700.	42,300.	
14	Parking ID Sign (15)	3	EA	1,650.	4,950.	
15	Monument LED Sign (16)	2	EA	29,850	59,700.	
16	Monument Sign (17)	2	EA	14,500.	29,000.	
17	City Hall Cut-Out Letters (18)	1	Set	1,500.	1,500.	
18	Library Cut-Out Letters (19)	1	Set	1,400.	1,400.	
19	Demo / Restoration / Clearing (Estimated 70 qty U-Channel direct bury posts, 10 qty Foundations)	80	EA LS	—	2,800	
20	Inlet Protection	20	EA	50.	1,000.	
21	ALLOWANCE AMOUNT (to be used at City of New Port Richey's discretion)	1	LS	\$30,000.00	\$30,000.00	
				TOTAL AMOUNT OF BASE BID		537,736. ⁰⁰

**EXHIBIT-B UNIT PRICE
ADD ALTERNATES**

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	Sign Type 6 with Printed Backer (\$1,800.00 ALLOWANCE)	1	EA	650. ⁰⁰	650. ⁰⁰
2	Additional Sign Type 17 (\$900.00 ALLOWANCE)	3	EA	14,056.	42,168.

* ADDER TO
UNIT PRICE
FOR SIGN TYPE 1

ADDITIONAL NOTES:

1. Mobilization/Demobilization Lump Sum shall also include Project Sign, MOT and Pre-Construction Video.
2. Contract time for this WORK 180 Calendar Days.

TOTAL BASE BID (LUMP SUM, UNIT PRICE, ALLOWANCE ITEMS):

\$ 579,904.⁰⁰ Dollars

FIVE HUNDRED SEVENTY NINE THOUSAND, NINE HUNDRED FOUR DOLLARS
(Amount in Words)

TIME OF COMPLETION **180** CALENDAR DAYS

AWARD

Award of the contract will be based on the lowest base bid amount, in conjunction with other applicable portions of these contract documents.

00-30-04 BIDDER INFORMATION

The name of the Bidder submitting this Proposal is:

POBLOCKI SIGN COMPANY, LLC

_____ doing

business at 201 CITY HAWK DR, MORRISVILLE, NC, 27560
Street Address City State Zip

which is the address to which all communications concerned with the Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

KEVIN MADRZYKOWSKI - VP RALEIGH OFFICE

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this 21st day of August, 20 17.



Signature of Bidder

Lee Dawson

Typed/Printed Name of Bidder

Operations Leader

Title

CBC 1257136 / ES 12000859

INSTALL License Number

919-354-3800

Telephone Number

39-1964031

Federal I.D. Number

00-40-00 BID SECURITY FORMS
00-40-01 BID SECURITY FORM (FLORIDA BID BOND)

BOND NO. N/A

AMOUNT: \$ 579,904.⁰⁰

KNOW ALL MEN BY THESE PRESENTS, that Poblocki Sign Company, LLC, 922 South 70th Street, West Allis, WI 53214

hereinafter called the PRINCIPAL, and The Guarantee Company of North America USA
a corporation duly organized under the laws of the State of Michigan, having its principal place
of business at
One Towne Square, Suite 1470, Southfield in the State of Michigan 48076

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto the
City of New Port Richey of the State of Florida, represented by its Council, hereinafter called the
OBLIGEE, in

the sum of TWENTY EIGHT THOUSAND,
NINE HUNDRED NINETY SIX DOLLARS (\$ 28,996.⁰⁰), for

the payment of which we bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the **City of New Port Richey** for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

2017-Wayfinding Signage Project

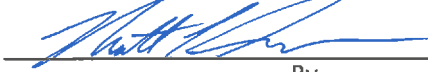
WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 30 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within **30** consecutive calendar days after written notice of such acceptance, enters into a written Contract with the **City of New Port Richey** and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the **City of New Port Richey** and the Surety herein agrees to pay said immediately upon demand of the City of New Port Richey in good and lawful money of the United States of America, as liquidated damages for failure there of said PRINCIPAL.

Signed and sealed this 20th day of December, 20 17.

Poblocki Sign Company, LLC

PRINCIPAL



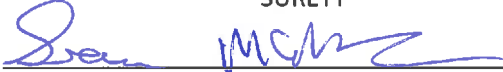
By

Lee Dawson, Operations Leader

Typed Name & Title

The Guarantee Company of North America USA

SURETY



By - (Attorney-In-Fact)

Sean McBride, Attorney-In-Fact

Typed Name & Title

ACKNOWLEDGMENT OF SURETY

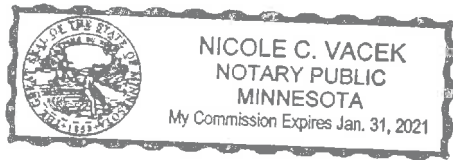
State of Minnesota)
County of Le Seuer)

On this 20th day of December, 20 17, before me personally

appeared Sean McBride to me known, who, being by me duly

sworn, did depose and say: that s/he resides at Blaine, Minnesota, that s/he

is the Attorney-in-Fact of The Guarantee Company of North America USA, the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



Nicole C. Vacek
Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of)
County of)

On this 20th day of December, 20 17, before me personally

appeared *Lee Dawson*, to me known, who being by me first duly

sworn, did depose and say that s/he resides in *NC* that

s/he is the *operation leader* of Poblocki Sign Company LLC the corporation described in and which executed the foregoing instrument; that s/he knows the corporate seal of said corporation, that the corporate seal affixed to said instrument is such corporate seal, that it was so affixed by order and authority of the Board of directors of said corporation, and that s/he signed his/her name thereto by like order and authority.



Todd Randolph
Notary Public



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Carl Godziek, Gary McBride, Richard J. Ahmann III, Andrew P. Krane, Dean R. Hildebrandt, Mary Jo Dingwall,
Sean McBride, Mark Yunker, Grant Bassamore

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 20th day of December, 2017

Randall Musselman, Secretary

00-40-03 PUBLIC ENTITY CRIMES STATEMENT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. his sworn statement is submitted with Bid, Proposal or Contract No. 18-008 T

For: Citywide Way Anding Signage

This sworn statement is submitted by Poblocki Sign Company
(name or entity, submitting sworn statement)

whose business address is 201 Kitty Hawk Dr. Suite 100 Morrisville NC
27560

and
(if applicable) its Federal Employer Identification Number (FEIN) is
39-1964031

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____)

3. My name is Lee Dawson and my relationship to
the
(Please print name of individual signing)

entity named above is: Operations Leader

4. I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes,
means a violation of any state or federal law by a person with respect to and directly related to the
transaction of business with any public entity 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(l)(b) Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, 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 other 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 a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(l)(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 provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate has not been placed in the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[Signature]
(Signature)

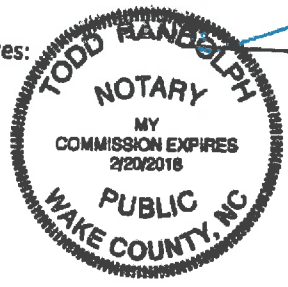
STATE OF NC
COUNTY OF Wake

Date: 08/21/2017

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Lee Lawson
(name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 21 day of 8, 2017.

My commission expires:



[Signature]
NOTARY PUBLIC

00-40-04 - DRUG FREE WORKPLACE CERTIFICATION

Florida Statutes on Drug-Free Workplace Programs:

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug free certification form below must be signed and returned with your bid.

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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.

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.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

In the statement specified in the first paragraph, 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.

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

VENDOR NAME: Poblocki Sign Company BID NO: 18-008

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



Vendor's Signature

STATE OF: NC

COUNTY OF: Wake

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Lee Dawson

who, after first being sworn by me, affixed his/her signature in the space provided above on this 31 day

of Aug, 2017

Todd Randolph
Notary Public

23049
My commission expires

