

City of New Port Richey Invitation to Bid
ITB 18-008
2017-Wayfinding Signage Project

The City of New Port Richey, Florida is seeking competitive bids from licensed contractors to provide all construction items. This will include, but not limited to, labor, materials, demolition of select signage and footers (if applicable), and the fabrication and installation of New Port Richey's new wayfinding signage program.

Sealed bids for the **2017 Wayfinding Signage Project**, addressed to the City of New Port Richey, City Clerk's Office, 5919 Main Street, New Port Richey, FL 34652, will be **received at the office of City Clerk until 11:30 am Wednesday December 20, 2017**. Any bids received after the time and date specified will not be considered.

The sealed bids will be **publicly opened and read at 11:30 am** local time on **Thursday December 21, 2017** in the City of New Port Richey Council Chambers located at 5919 Main St., New Port Richey, FL 34652. All interested parties are invited to attend.

The Project is located within the City of New Port Richey, Florida, between US19 and Rowen Rd. North and south boundaries of the city limits with multiple locations as shown on the project plans, and the items below:

- Existing signage and footer (if applicable) removal
- Manufacture of new signage as indicated on construction documents and specifications
- Field locate / Utility Clear 811
- Installation of new signage
- Restoration of ground conditions
- 1-year Warranty on Electrical Components after Final Acceptance
- 5-year Warranty on Signage Components and Finishes after Final Acceptance

The Work is generally described as furnishing all labor, materials, equipment, tools, transportation, services and incidentals including warranty, necessary to provide the Owner with the items described above and shown on plans and details for the **2017 Wayfinding Signage Project**. All work shall be in accordance with the construction drawings, specifications, and contract documents.

A Pre-Bid meeting and site visit shall be conducted on November 27, 2017 in the City of New Port Richey Public Works Facility, 6132 Pine Hill Road, Port Richey, FL @ 3:00 PM. Attendance at this meeting and the site visit is mandatory. Failure to attend and sign in will result in a bid being determined "non-responsive".

Bid documents may be requested by contacting the Design Consultant, **Anthony Concolino at KMA Design, (412) 429-4071 (ajc@thekmagroup.com)**. Drawings and specifications may also be examined at the **City of New Port Richey Public Works Facility, 6132 Pine Hill Road, Port Richey, FL 34668**.

To ensure that Bidders receive all addenda and/or clarifications to the Bid Documents in a timely manner, it is mandatory that all bidders provide an e-mail to the Design Consultant, **ajc@thekmagroup.com**, and obtain at least one set of Bid Documents from KMA Design to be eligible to bid on this project. Addendum will be issued by e-mail; therefore, it is imperative that the bidder provide his/her email to KMA Design.

Each bid must be submitted, in triplicate, on the prescribed Proposal forms and accompanied by Bid Security on the prescribed form, payable to the City of New Port Richey, in an amount not less than 5 percent of the base bid amount. The successful Bidder will be required to furnish the necessary

additional bond(s) for the faithful performance of the Contract, as prescribed in the Contract Documents.

Before a Contract will be awarded for the work contemplated herein, the Design Consultant will conduct such investigations as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Design Consultant to evaluate the Bidder's qualifications.

The City of New Port Richey reserves the right to reject any or all bidder for any reason. Including but not limited to, Owner believes that it would not be in the best interest of the Project or The City, to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. This includes all Proposals or any Proposal not conforming to the intent and purpose of the Contract Documents, and to postpone award of the Contract for a period of time which shall not extend beyond **90 days** from the Proposal opening date. For further information or clarification, contact **Anthony Concolino, at KMA Design, (412) 429-4071, ajc@thekmagroup.com**.

Email all questions to KMA Design, **Anthony Concolino, ajc@thekmagroup.com**, by **4:00 PM on Monday December 4, 2017**. A single response addressing all questions will be e-mailed to all bidders of record by **4:00 PM on Monday December 11, 2017**. Each bid must be submitted, **in triplicate**, on the prescribed Proposal forms.

Insurance coverage is required for this project. Prior to contract signing, the contractor must furnish Certificates of General Liability, Vehicle Liability, and Workman's Compensation insurance in amounts not less than \$1,000,000 to the City. Contractor shall include Owner as additional insured party on the Certificate of Insurance. All insurance coverage shall be written by companies licensed to do business in Florida and shall be administered by a Florida registered agent.

In order to perform public work, the successful Bidder shall, as applicable, hold or obtain such Contractors' and Business Licenses as required by state statutes.

Dated this 18th day of November, 2017.

CITY OF NEW PORT RICHEY, FLORIDA

By Judy Meyers F.R.P., City Clerk

00-20-00 INSTRUCTIONS FOR PROCUREMENT

00-20-01 INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

- The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
- The term "Owner" shall be defined as the City of New Port Richey.
- The term "Design Consultant" shall be defined as KMA Design.

2. COPIES OF BIDDING DOCUMENTS

2.1. Complete sets of the Bidding Documents in the number and for the price, if any, stated in the Advertisement or Invitation to Bid may be obtained from the indicated source. The price paid (if any) for the documents is nonrefundable.

2.2. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Design Consultant assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Owner and Design Consultant in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence, such as licenses, financial data, previous experience, present commitments, and other such data as may be called for below. Each Bid must contain evidence of Bidder's qualification to do business in the State of Florida or covenant to obtain such qualification prior to award of the contract. Specifically, the Bidder shall have all licenses and permits required by Federal, State, and local Statutes, Regulations, and Ordinances.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work, (c) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify the Design Consultant or Owner of all conflicts, errors or discrepancies in the Contract Documents prior to bidding.

4.2. Reference is made to other applicable portions of the Contract Documents for identification of:

4.2.1. Those reports of explorations and tests of subsurface conditions at the site which may have been utilized by the Design Consultant in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.

4.2.2. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by the Design Consultant in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.

4.2.3. Copies of such reports and drawings will be made available for viewing or purchase at cost by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in Paragraphs 4.2.1. and 4.2.2. are incorporated therein by reference. When available, such technical data has been identified in other applicable portions of the Contract Documents.

4.3. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Design Consultant by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise for in other applicable portions of the Contract Documents.

4.4. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions shall be brought to Owner's attention.

4.5. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.6. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.7. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easement for permanent structures or permanent changes in existing structures is to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.8. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA

5.1. All questions about the meaning or intent of the Contract Documents are to be directed to the Design Consultant. Interpretations or clarifications considered necessary by the Design Consultant in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Design Consultant as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.

6. BID SECURITY

6.1. Each Bid must be accompanied by Bid Security made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond on form attached and issued by a surety company.

6.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within the specified time after the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the **7th day** after the Effective Date of the Agreement or the **91st day** after the Bid

opening, whereupon Bid Security furnished by such Bidders will be returned. Bid Security with Bids which are not competitive will be returned within seven days after the Bid opening.

7. CONTRACT TIME

The numbers of days within which, or the dates by which, the Work is to be completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE OF "OR EQUIVALENT" OR "OR EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Specifications and/or Drawings without consideration of possible substitute or "or-equivalent" items. Whenever it is indicated in the Specifications and/or Drawings that a substitute or "or-equivalent" construction method, construction material, or item of equipment may be furnished or used by Contractor if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Effective Date of the Agreement.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS

10.1. The Bidder shall furnish the names of those Subcontractors and Equipment and Materials Suppliers he proposes to use on the project in the appropriate spaces provided in the Bid Form portion of the Contract Documents. If Owner or Design Consultant, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner subject to revocation of such acceptance after the Effective Date of the Agreement.

10.2. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent. Any substitutions, after Notice of Award, of portions of the Work the Bidder proposes to subtract shall require written approval from the Owner.

10.3. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom the Contractor has reasonable objection.

11. BID FORM

11.1. The Proposal is included with the Bidding Documents; additional copies may be obtained from the Design Consultant.

11.2. All blanks on the Proposal must be completed in **black ink** or by typewriter.

11.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5. All names must be typed or printed below the signature.

11.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7. The address and telephone number for communications regarding the Bid must be shown.

11.8. The Bid amount shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances named in the Contract Documents.

12. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS

Bids will be opened and read aloud publicly. A Bid Tabulation of the amounts of the Base Bids and major alternatives, if any, will be made available to Bidders after the opening of Bids.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance for **90 days** after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. AWARD OF CONTRACT

16.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

16.3. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.5. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

16.6. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within **90 days** after the day of the Bid opening.

17. CONTRACT SECURITY

When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

18. SIGNING OF AGREEMENT

When Owner gives a Notice of Award, contingent upon final action by the Owner, to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within **30 days** thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement, and associated documents, to Owner with the required Bonds. Upon Award and Execution by the Owner one set of fully executed contract documents shall be delivered to Contractor.

19. PUBLIC ENTITY CRIME INFORMATION STATEMENT

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 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.

BIDDING AND CONSTRUCTION
CONTRACT DOCUMENTS
FOR
2017-WAYFINDING SIGNAGE PROJECT
CITY BID NO. ITB 18-008

Owner
City of New Port Richey, Florida



TABLE OF CONTENTS

00-10-00	SOLICITATION	
	Bid Number 18-008	2 - 3
00-20-00	INSTRUCTIONS FOR PROCUREMENT	
	Instructions to Bidders	4- 10
00-30-00	PROCUREMENT FORMS AND SUPPLEMENTS	
00-30-01	Bid Form – Unit Price (Single-Prime Contract)	11 - 15
00-30-02	List of Subcontractors and Major Manufacturers	16
00-30-03	Materials and Equipment	17
00-30-04	Bidder Information	18 - 20
00-40-00	BID SECURITY FORMS	
00-40-01	Bid Security Form (Florida Bid Bond)	21 - 22
00-40-02	Non-Collusion Affidavit.	23
00-40-03	Public Entity Crimes Statement	24 - 26
00-40-04	Drug Free Workplace Certification.	27- 28
00-50-00	CONTRACTING FORMS AND SUPPLEMENTS	
00-50-01	Agreement Form – Unit Price (Single-Prime Contract)	29 - 36
00-60-00	PROJECT FORMS	
00-60-01	Performance Bond Form.	37 - 38
00-60-02	Payment Bond Form.	39 - 40
01-00-00	GENERAL REQUIREMENTS	
01-00-01	Contractor's Code of Conduct Form.	41
01-00-02	Unsatisfactory Work.	42
01-00-03	Summary of Work.	43 - 45
01-00-04	Pre-Construction Video	46
01-00-05	Project Sign	47 - 48
01-00-06	Detail 100 Attachment	49
10-14-00	SIGNAGE SPECIFICATIONS	
	Exterior Signage Specifications.	50- 58

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

E-Mail: 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	\$21,700.00	\$21,700.00
2	10' Pole Mounted Directional (2)	40	EA	\$ 4,876.00	\$195,040.00
3	DOT Approved Directional (2.1)	2	EA	\$ 3,471.00	\$ 6,942.00

4	8' Pole Mounted Directional (3.1)	7	EA	\$ 4,812.00	\$33,684.00	
5	Secondary Entrance Sign (4)	9	EA	\$ 7,271.00	\$65,439.00	
6	Main Entrance Monument Sign (5)	4	EA	\$ 8,836.00	\$35,344.00	
7	Park Kiosk (6)	3	EA	\$ 6,931.00	\$20,793.00	
8	Park Entrance Sign (7)	9	EA	\$ 6,132.00	\$55,188.00	
9	Financial Grant Sign (8)	1	EA	\$ 6,132.00	\$ 6,132.00	
10	Restroom (11)	2	EA	\$ 184.00	\$ 368.00	
11	Meadows Dog Park (12)	1	EA	\$ 6,132.00	\$ 6,132.00	
12	Prohibit Sign (13)	1	EA	\$ 4,412.00	\$ 4,412.00	
13	Pole Mounted 2-Panel Sign (14)	9	EA	\$ 6,641.00	\$59,769.00	
14	Parking ID Sign (15)	3	EA	\$ 3,371.00	\$10,113.00	
15	Monument LED Sign (16)	2	EA	\$25,252.00	\$50,504.00	
16	Monument Sign (17)	2	EA	\$ 4,866.00	\$ 9,732.00	
17	City Hall Cut-Out Letters (18)	1	Set	\$ 2,062.00	\$ 2,062.00	
18	Library Cut-Out Letters (19)	1	Set	\$ 1,882.00	\$ 1,882.00	
19	Demo / Restoration / Clearing (Estimated 70 qty U-Channel direct bury posts, 10 qty Foundations)	80	EA	\$ 302.00	\$24,160.00	
20	Inlet Protection	20	EA	\$ 200.00	\$ 4,000.00	
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		\$643,396.00

**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	\$ 6,931.00	\$ 6,931.00
2	Additional Sign Type 17 (\$900.00 ALLOWANCE)	3	EA	\$ 4,866.00	\$14,598.00

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):

\$ 643,396.00-----Dollars

Six hundred forty-three thousand three hundred ninety-six dollars and no cents
(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:

Don Bell Signs, LLC

doing

business at 365 Oak Place, Port Orange, FL, 32127
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:

Gary Bell

Frank Boanno

Cecil Ward

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this 15th day of
December, 2017.



Signature of Bidder

Gary Bell

Typed/Printed Name of Bidder

President

Title

ES0000146

License Number

(386) 788-8084

Telephone Number

59-3761150

Federal I.D. Number

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its

seal affixed by its duly authorized officers this _____ day of _____, 20____.

(SEAL)

Name of Corporation

State of Incorporation

By

Typed/Printed Name

Title

Attest

Secretary

License Number

Telephone Number

Federal I.D. Number

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

BOND NO. N/A

AMOUNT: \$ Five Percent of the Amount Bid

KNOW ALL MEN BY THESE PRESENTS, that Don Bell Signs, LLC

hereinafter called the PRINCIPAL, and Platte River Insurance Company

a corporation duly organized under the laws of the State of Nebraska, having its principal place of business at

1600 Aspen Commons, Middleton, WI 53562 in the State of Wisconsin

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 Five Percent of the Amount Bid DOLLARS (\$ -----5%-----), 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.

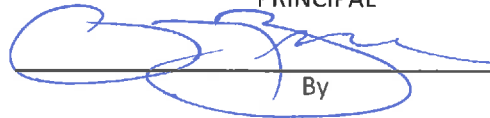
NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 30 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the **City of**

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 14th day of December, 2017.

Don Bell Signs, LLC

PRINCIPAL



By

Gary Bell, President

Typed Name & Title

Platte River Insurance Company

SURETY



By - (Attorney-In-Fact)

Tyler D. DeBord, Attorney-In-Fact

Typed Name & Title

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41378540

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----PAMELA J THOMPSON, STEPHEN P FARMER, TYLER D DEBORD-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

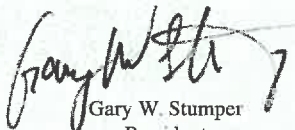
“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

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

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

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:


Gary W. Stumper
President
Surety & Fidelity Operations



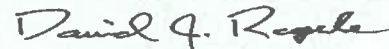
PLATTE RIVER INSURANCE COMPANY


Stephen J. Sills
CEO & President

STATE OF WISCONSIN } S.S.
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the 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 and that he signed his name thereto by like order.




David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 14th day of DECEMBER, 2017




Antonio Celi
Secretary

00-40-02 NONCOLLUSION AFFIDAVIT

STATE OF)
) SS
COUNTY OF)

Gary Bell, being first duly sworn deposes and says that:

1. He/she is the President, of Don Bell Signs, LLC, the Bidder that has submitted the attached Bid;

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

3. Such bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any 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 elements of the Bid price or the Bid price in any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

5. 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 other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

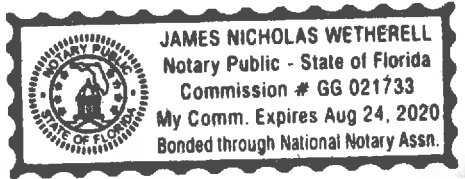
By [Signature]

Sworn and subscribed to before me this 15th day of December, 2017,

in the State of Florida, County of Volusia.

[Signature]
Notary Public

My Commission Expires: 8/24/2020



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

For: City of New Port Richey, Florida

This sworn statement is submitted by Don Bell Signs, LLC
(name or entity, submitting sworn statement)

whose business address is 365 Oak Place, Port Orange, FL 32127

_____ and
(if applicable) its Federal Employer Identification Number (FEIN) is
59-3761150.

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

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

entity named above is: President.

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)

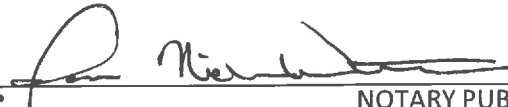
Date: 12/15/2017

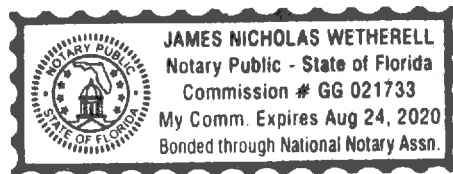
STATE OF Florida

COUNTY OF Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Caery Bell
(name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 15 day of December, 2017.

My commission expires: 8/24/2020 
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: Don Bell Signs, LLC BID NO: ITB 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: Florida

COUNTY OF: Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, GARY Bell

who, after first being sworn by me, affixed his/her signature in the space provided above on this 15th day

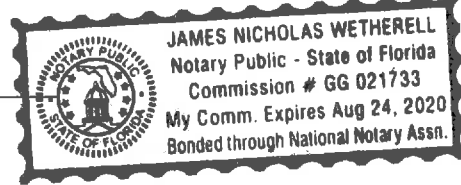
of December, 20 17.



Notary Public

8/24/2020

My commission expires



00-50-00 CONTRACTING FORMS AND SUPPLEMENTS

00-50-01 - AGREEMENT FORM – UNIT PRICE (SINGLE PRIME CONTRACT)

THIS AGREEMENT is dated as of the 15th day of December in the year 2017 by and between the **City of New Port Richey** (hereinafter called OWNER) and Don Bell Signs, LLC (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in all consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

2017-Wayfinding Signage Project

ARTICLE 2. DESIGN CONSULTANT or OWNER

The Project has been designed by:

KMA Design

who is hereinafter called DESIGN CONSULTANT and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned by OWNER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. - CONTRACT TIME

3.1. The Contractor shall commence the work to be performed under this Agreement within ten (10) days after the date specified for the commencement of the work in the Notice to Proceed and shall complete all work hereafter as follows:

3.1.1. Where specified, portions of the project, as described in this document, shall be complete by the dates and/or times indicated.

3.1.2. The Contractor shall perform the Base Bid Work and Alternate Bid Work to achieve Final Completion within 180 days from the date when the Contract Time commences to run.

3.2. Liquidated Damages.

3.2.1. OWNER and CONTRACTOR recognizes that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times, or by the dates, specified in paragraph 3.1.1 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One thousand dollars (\$1,000.00) for each day that expires after the time specified in paragraph 3.1.1 for Substantial Completion.

3.2.2. OWNER and CONTRACTOR recognizes that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times, or by the dates, specified in paragraph 3.1.2 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One thousand dollars (\$1,000.00) for each day that expires after the time specified in paragraph 3.1.2 for Final Completion.

ARTICLE 4. - CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

Six hundred forty-three thousand three hundred ninety six Dollars
(Amount in words)

\$ 643,396.00
(Amount in figures)

ARTICLE 5. - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by DESIGN CONSULTANT or OWNER as provided in these documents.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by DESIGN CONSULTANT or OWNER, on or about the 30th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established.

5.1.1. Prior to Substantial Completion, retainage will be held in an amount indicated below:

Up to 50% complete the retainage held will be 10% of "Total Earned to Date".

Above 50% complete the total retainage may be reduced to between 10% and 5% of the Total "Contract Price" at the discretion of the Owner, if satisfactory progress is maintained, based on original progress schedule submitted. Otherwise, the retainage held will be 10% of "Total Earned to Date" until Final Acceptance. Retainage reduction below 10% of the "Total Earned to Date" will be accomplished by ceasing withhold additional amounts from progress payments beyond 50% complete.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as DESIGN CONSULTANT shall determine, or OWNER may withhold.

5.2. Final Payment. Upon final completion and acceptance of the Work, the OWNER shall pay the remainder of the Contract Price as recommended by DESIGN CONSULTANT or OWNER.

ARTICLE 6. - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in this document and accepts the determination of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

6.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

6.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

6.6. CONTRACTOR has given DESIGN CONSULTANT or OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by DESIGN CONSULTANT or OWNER is acceptable to CONTRACTOR.

ARTICLE 7. - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the

Work consists of the following:

7.1. This Agreement.

7.2. Exhibits to this Agreement.

7.3. Performance and other Bonds.

7.4. Notice of Award.

7.5. Drawings bearing the title **2017-Wayfinding Signage Project** as listed in table of contents thereof.
Construction Documents Dated 11.18.2017

7.6. Drawings, consisting of sheets bearing the following general titles in association with BASE BID:

Sheet no.	Description
00	COVER SHEET
GN1	GENERAL NOTES
GN2	BREAKAWAY SUPPORT SYSTEM
GN3	BREAKAWAY SUPPORT SYSTEM
GN4	BRICK VENEER
GN5	MESSAGE CENTER
GN6	FDOT DESIGN STANDARDS
GN7	FDOT DESIGN STANDARDS
GN8	KIOSK DISPLAY
GN9	SIGN TYPE LIST
01	POLE MOUNTED DIRECTIONAL (10 FOOT)
01.2	POLE MOUNTED DIRECTIONAL (8 FOOT)
02	POLE MOUNTED DIRECTIONAL (DOUBLE PANEL)
03	DOT DIRECTIONALS
04	POLE MOUNTED ENTRANCE
05	GROUND MOUNTED ENTRANCE
05.1	GROUND MOUNTED ENTRANCE
05.2	MEDALLION DETAIL
06	KIOSK
07	PARK ENTRANCE IDENTIFICATION
08	FINANCIAL GRANT
09	MEADOWS DOG PARK
10	PROHIBIT
11	RESTROOM
12	PARKING IDENTIFICATION
13	LED (CITY HALL)
14	LED (PUBLIC LIBRARY)
15	LED (RECREATION & AQUATIC CENTER) —Not in Scope
16	LED (SENIOR CENTER)
17	FIRE STATION #1
18	POLICE STATION
19	PUBLIC WORKS
20	FIRE STATION #2
21	SENIOR CENTER
22	CUT-OUT LETTERS (CITY HALL)
23	CUT-OUT LETTERS (LIBRARY)

7.7. Drawings, consisting of sheets bearing the following general titles in association with LOCATION PLANS:

Sheet

no.	Description
LP1	LOCATION PLAN NORTH
LP2	LOCATION PLAN CENTRAL
LP3	LOCATION PLAN SOUTH

7.8. Addenda numbers 1 to 3 , inclusive.

7.9. CONTRACTOR's Bid (pages 13 to 15 , inclusive).

7.10. Documents submitted by CONTRACTOR prior to Notice of Award
(pages 1 to 58 inclusive).

7.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents.

7.12. The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7.

ARTICLE 8. - MISCELLANEOUS

8.1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.2. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 9. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR or to DESIGN CONSULTANT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by DESIGN CONSULTANT on their behalf.

This Agreement will be effective on December 15th, 2017.

City of New Port Richey

Don Bell Signs, LLC

OWNER


CONTRACTOR

By 

Gary Bell, President
Typed/Printed Name & Title

[CORPORATE SEAL]

Attest - Title

[CORPORATE SEAL]
James Hetherell

Attest - Title

Approved as to form and legality:

Attorney _____ Date _____

OWNER
Address for giving notices

CONTRACTOR
Address for giving notices

City of New Port Richey
5919 Main Street

Don Bell Signs, LLC
365 Oak Place
Port Orange, FL 32127

New Port Richey, FL 34652 _____

(If OWNER is a public body,
attach evidence of authority
to sign and resolution or
other documents authorizing
execution

License No. ES0000146

Agent for service of process:

of

Agreement.)

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

00-60-00 PROJECT FORMS

00-60-01 PERFORMANCE BOND FORM

BOND NO. _____

AMOUNT \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

(contractor)

of _____

(contractor's address)

hereinafter called the CONTRACTOR (Principal), and _____

(surety)

of _____

(surety's address)

a corporation duly organized and existing under and by virtue of the laws of the State of _____

hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the **City of New Port Richey** as OWNER (obligee),

in the sum of _____ DOLLARS

(\$ _____),

lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the OWNER, dated _____, 20_____, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Plans, Drawings, and Specifications prepared by the Owner or Design Consultant, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative thereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the Plans, Drawings, Specifications, and conditions as prepared by said Design Consultant, the Contractor's bids accepted by the above Owner, the Bid and Contract Performance and Payment Bonds, and all Addenda, if any, issued prior to the opening of bids),

and shall indemnify and save harmless the above Owner, Owner's Agent, or Agent's employees against and from all costs, expenses, damages, attorney's fees, including appellate proceedings, injury, or loss to which said Owner may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract, including any and all guarantee periods as specifically mentioned in said Contract Documents;

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Plans, Drawings, and Specifications accompanying the said Contract shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract, or to the work, or to the Drawings and Specifications. Claimant shall give written notice to the Contractor and to the Surety as required by Florida Statutes, Section 255.05 or Section 713.23. Any actions against the Contractor or the Surety shall be brought within the time specified by Section 255.05 or Section 713.23.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this ___ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR _____
By _____ (Seal)

Typed/Printed Name & Title

Attest

SURETY _____
By _____

Typed/Printed Name & Title

Attest

APPROVED AS TO FORM: _____, 20_____

City Attorney

Typed/Printed Name & Title

00-60-02 PAYMENT BOND FORM

BOND NO. _____

AMOUNT \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

(contractor)

of _____

(contractor's address)

hereinafter called the CONTRACTOR (Principal), and _____

(surety)

of _____

(surety's address)

a corporation duly organized and existing under and by virtue of the laws of the State of _____ hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the **City of New Port Richey** as OWNER (obligee), in the sum of _____ (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the OWNER, dated _____, 20_____, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Plans, Drawings, and Specifications prepared by the OWNER or DESIGN CONSULTANT all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative thereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the Plans, Drawings, Specifications, and conditions as prepared by said DESIGN CONSULTANT, the CONTRACTOR's bid as accepted by the above Owner, the Bid and Contract Performance and Payment Bonds, and all Addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all person supplying materials, equipment, and/or labor used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work provided for in said Contract in

accordance with Florida Statutes, Section 255.05 or Section 713.23; then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract, including any and all guarantee periods as specifically mentioned in said Contract Documents; AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Plans, Drawings, and Specifications accompanying the said Contract shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract, or to the work, or to the Drawings and Specifications. Claimant shall give written notice to the CONTRACTOR and to the SURETY as required by Florida Statutes, Section 255.05 or Section 713.23. Any actions against the Contractor or the SURETY shall be brought within the time specified by Section 255.05 or Section 713.23.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR _____

By _____ (Seal)

Typed/Printed Name & Title

Attest

SURETY _____

By _____

Typed/Printed Name & Title

Attest

APPROVED AS TO FORM: _____, 20_____

City Attorney


Typed/Printed Name & Title

01-00-00 GENERAL REQUIREMENTS
01-00-01 - CONTRACTOR'S CODE OF CONDUCT FORM

Contractors Code of Conduct

- **Courtesy and Respect:** It is critical that all contractors and their employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all.
- **Language and Behavior:** Contractors and their employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on City property are not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by any contractor or contractor's employee is prohibited. Offenders will be removed from job site and/or reported to the Police Department.
- **Smoking:** Contractors and their employees are not permitted to smoke in or near any of the City Buildings.
- **Fraternization:** Contractors and their employees may not fraternize or socialize with City employees.
- **Appearance:** Contractors and their employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on City property. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. The City has the right to decide if such clothing is inappropriate.
- **Reporting:** The contractor is required to report any matter involving a violation of these rules of conduct to City. Any matter involving health or safety, including any altercations, should be reported to the City immediately.

The contractor is responsible for his/her employees, agents, consultants, and guests. If prohibited conduct does occur, the contractor will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from the project site and prohibited actions could result in the termination of any contract or agreement with the City."



Signature

12/15/17

Date

President

Title

01-00-02 – UNSATISFACTORY WORK

Nonperformance Clause

If at any time during the contract term, the services performed or work done by the contractor is considered by The City of New Port Richey to create a condition that threatens the health, safety or welfare of the community, the contractor shall, on being notified by The City New Port Richey, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, The City shall have the right to order the correction of the deficient services or work by a separate contract or with its own resources at the expense of the contractor. The City reserves the right to terminate the contract immediately.

Contractor shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents. Contractor shall be solely responsible for the means, methods, techniques, sequence, and procedures of construction. The City reserves the right to implement critical work schedules with time restraints as called out in the contract document.

At all times during the contract term and progress of work, the contractor shall assign a competent resident superintendent who shall not be replaced without notice to the City except under extraordinary circumstances. Contractor shall provide skilled, properly trained and equipped labor for work performed.

Notwithstanding the above, The City of New Port Richey reserves the right to cancel the contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

01-00-03 - SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. The work may consist of, but may not be limited to the following construction project for the 2017-Wayfinding Signage Project:

The Project is located within the City of New Port Richey, Florida, between US19 and Polk St. and south to the city limits south of the Pithlachascotte River along Grand Blvd., with multiple locations as shown on the project plans, and the items below:

- Existing signage removal
- Manufacture of new signage as indicated on construction documents and specifications
- Field locate / Utility Clear 811
- Installation of new signage
- Restoration of ground conditions
- Demolition of identified plant material
- 1-year Warranty on Electrical Components after Final Acceptance
- 5-year Warranty on Signage Components and Finishes after Final Acceptance

B. The Contractor shall furnish and install all labor, equipment, material, and incidentals, which are necessary for the full completion of the work whether specifically indicated in the Contract Documents or not. This includes, but is not limited to staging of material, coordination with the Owner, workplace safety, restoration, cleanup, etc.

1.02 PLANS AND SPECIFICATIONS

- A. The Plans and the Specifications indicate the extent and nature of the work to be performed.
- B. Plans: When obtaining data and information from the Plans, figures shall be used in preference to scaled dimensions, and large scale drawings in preference to small scale drawings.
- C. Supplementary Drawings: When, in the opinion of the Owner or Design Consultant, it becomes necessary to explain more fully the work to be done or to illustrate the work further, or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared and given to the Contractor.

- D. Contractor to Check Plans and Data: The Contractor shall verify all dimensions, quantities and details shown on the Plans, Supplementary Drawings, Schedules, Specifications or other data received from the Owner, and shall notify him Owner of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction or improper operation resulting therefrom nor from rectifying such conditions at his own expense. Contractor will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Design Consultant or Owner, should such errors or omissions be discovered. All schedules are given for the convenience of the Owner and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.
- E. Intent:
1. All work called for in the Specifications applicable to this Contract, but not shown on the Plans in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.
 2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.
 3. The inclusion of the Related Requirements (or work specified elsewhere) in the General part of the specifications is only for the convenience of the Contractor, and shall not be interpreted as a complete list of related Specification Sections.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer

1. All transactions with the manufacturers or subcontractors shall be through the Contractor.
2. Any two or more pieces or material or equipment of the same kind, type or classification, and being used for identical types of services, shall be made by the same manufacturer.
3. Delivery: The Contractor shall deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the work so as to complete the work within the allotted time. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

B. Installation of Equipment.

1. The Contractor shall have on hand sufficient proper equipment and machinery of ample capacity to facilitate the work and to handle all emergencies normally encountered in work of this character.

1.04 CONSTRUCTION AREAS

The Contractor shall:

A. Limit his use of the construction areas for work and for storage, to allow for:

1. Work by other contractors.
2. Owner use.

B. Coordinate use of work site under direction of Owner's Representative.

C. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.

D. Move any stored-products, under Contractor's control, which interfere with operations of the Owner or separate contractor.

E. Obtain and pay for the use of additional storage of work areas needed for operations.

01-00-04 - PRE-CONSTRUCTION VIDEO

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials equipment, and incidentals required to videograph all areas within the project area, as shown in the drawings and as specified herein. Contractor shall videograph the existing conditions including the nearby homes, fence, utilities drainage area etc.

B. The pre-construction video shall be done by a professional videographer who is fully experienced, and qualified with the specified equipment. The Contractor shall provide a finished DVD of the videography to Owner for review.

C. The audio shall be done by a person qualified and knowledgeable in the specifics of the contract, who shall speak with the clarity and diction so as to be easily understood.

1.02 COSTS

A. The Contractor shall pay costs for specified video DVD and shall deliver two (2) copies to the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

A. All videography shall be in color.

B. Coverage shall include, but not be limited to, the exterior of existing homes, driveways, adjacent landscaping, fences, and utilities. Of particular concern, are any existing faults, fractures, defects or other imperfections exhibited by the above mentioned surface features. Audio description shall be made simultaneously with the support video coverage.

C. No construction shall start until pre-construction videography is complete. Any portion of the provided DVD coverage deemed unacceptable by the Owner or Design Consultant shall be re-videographed and a new DVD provided by the Contractor, at no additional cost to the Owner.

01-00-05 - PROJECT SIGN

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Furnish and install ONE (1) project sign for this project, prior to start of actual construction. See attached Project Sign Detail from the City of New Port Richey Public Works Department. The following project information shall be indicated on the sign.

1. Project name: **2017-Wayfinding Signage Project**
2. Current City Officials' information (Mayor, Council, City Manager)
3. City of New Port Richey seal
4. Funding source and Construction Costs

1.02 LOCATION

A. This project sign shall be installed at the following location:

1. To be determined – coordinate sign location with the Owner.
2. Signs will be located near each end of the project. Signs shall be placed in accordance with local codes and located on the shoulders a minimum of 14' from entry lanes and 24' from travel lane. Specific locations to be determined by Owner.

1.03 SUBMITTALS

A. Submit sign layout drawing for review. Identify materials, colors, fonts on the drawing.

(See attached Detail 100)

PART 2 PRODUCTS

2.01 SIGN MATERIALS

A. Structure and Framing must be new, wood or metal in sound condition, structurally adequate to work, suitable for specified finish and visibly attractive.

B. Finishes and paint shall be adequate to resist weathering and fading for scheduled construction period.

1. Colors shall be selected by the City
2. Letter style shall be Helvetica Regular, or as otherwise requested by the Owner to meet the facility standards

C. Galvanized hardware

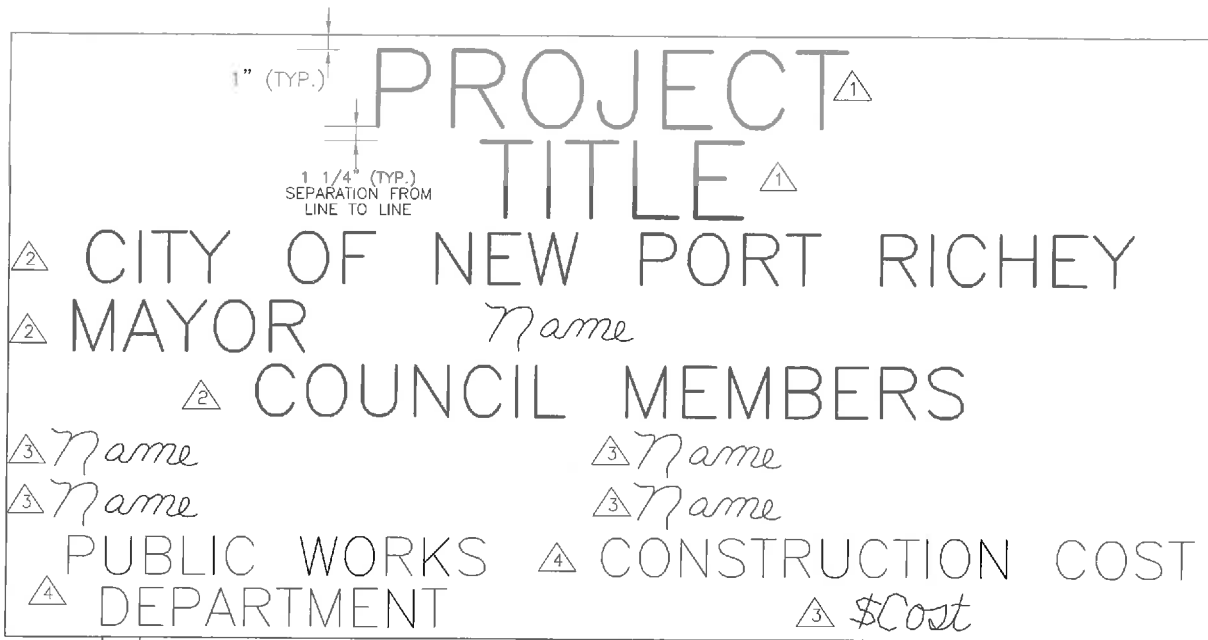
2.02 SIZE

A. 8' wide x 4' high, constructed of high density 3/4" exterior grade plywood

PART 3 EXECUTION

A. Signs shall be in place prior to commencement of work.

B. Remove signs at the completion of the project.



SIGNS SHALL BE 8' WIDE x 4' HIGH, CONSTRUCTED OF HIGH DENSITY 3/4" EXTERIOR PLYWOOD.

SIGNS SHALL BE MOUNTED AND BRACED WITH PRESSURE TREATED LUMBER AS NECESSARY AND MAINTAINED AND KEPT IN PRESENTABLE CONDITION FOR THE DURATION OF THE PROJECT.

SIGNS SHALL BE IN PLACE PRIOR TO COMMENCEMENT OF WORK.

SIGNS WILL BE PLACED IN ACCORDANCE WITH LOCAL CODES.

SIGNS SHALL BE PAINTED WITH EXTERIOR ENAMEL, WHITE BACKGROUND WITH BLACK LETTERING.

LETTERS (PROFESSIONALLY DONE) SHALL BE:

- ① 6" NEWS GOTHIC (BOLD)
- ② 4" NEWS GOTHIC
- ③ 3" BRUSH SCRIPT
- ④ 3" NEWS GOTHIC

IN ORDER TO PREVENT THE CREATION OF A TRAFFIC HAZARD BY LIMITING VISIBILITY AT A STREET INTERSECTION, OR INTERSECTION OF A STREET AND RAILROAD CROSSING. NO SIGNS SHALL BE ERECTED WITHIN THE CLEAR SIGHT TRIANGLE ON CORNER LOTS. THE BOTTOM MOST PART OF THE SIGN SHALL NOT EXCEED 4' ABOVE GROUND.

CREATED 09/02/09
 REVISED _____

PROJECT SIGN DETAIL

PROVIDED FOR INFORMATIONAL PURPOSES ONLY. NO MODIFICATIONS WITHOUT WRITTEN NPRPW APPROVAL

New Port Richey – Public Works

DETAIL 100

SECTION 10 14 00 - SIGNAGE

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Exterior Signage

1.2 PERFORMANCE REQUIREMENTS

- A. Provide workmanship and materials, free of defects. Defective is defined to include delamination, abnormal deterioration, fading and discoloration. Weathering, failure of securing to substrates indicated, cracking, corrosion or coating damage, or visible scratches on surfaces.
- B. Signage shall not bear manufacturer's code or other identifying marks on any area or part, which may be visible in the normal positioning, attitude, or use of the sign item.
- C. The drawings are diagrammatic and indicate the aesthetic or "design intent" only. Details shown are intended as a guide for the interfacing of adjacent surfaces.
- D. Ensure that the design of support substrates and structures are adequate and compatible for the performance of all work required.

1.3 SUBMITTALS

- A. Prior to commencement of work, provide shop drawings for all fabricated items.
 - 1. Show dimensions, details of construction, materials, technical data, and installation instructions for each type of sign required.
 - 2. Show anchorages and accessory items.
 - 3. Furnish location template drawings for items supported or anchored to permanent construction.
- B. Material and color match samples for each sign type:
 - 1. Submit no less than three (3) sets of each color indicated in the Construction Documents on 4" x 4" aluminum with minimum thickness of .080"
 - 2. Submit and label samples for the following:
 - a) PMS Black
 - b) PMS 345c
 - c) PMS 7714c
 - d) PMS 7579c
 - e) PMS 3935c
 - f) PMS White
 - g) Screened Logo Gradient
 - h) Vertically Brushed Aluminum
- C. Full Scale Samples: fabricated with colors and finishes as indicated by Designer.
 - 1. Submit proofs of artwork, map art, and symbols.
 - 2. Submit full scale working prototypes for:
 - a) Sign Type 2 - POLE MOUNTED DIRECTIONAL

- b) Sign Type 4 - SECONDARY ENTRANCE
- c) Sign Type 19 – CUT OUT LETTERS; Letter 'C' Only
- 3. Prototypes may be used and installed as actual sign units, if approved by designer/owner.
- D. Submit signage message schedule with copy and spelling for Owner/Designer review.
- E. Submit CPM Production Schedule with milestones to include, but may not be limited to, Submittals, Owner/Designer Approvals, Production Start, Production Finish, Site Walk / Staking, Installation Start, Installation Completion, Punch and Final Review/Acceptance.
- F. Submit individual layouts, templates or samples showing letter or word spacing for each sign, for review and approval prior to production.
- G. Submit signed and sealed Structural Engineering drawings for all exterior sign types. *Note - Sign Type 2.1 has been pre-engineered and should be in accordance with FDOT specifications contained on pages GN6 & GN7 of the Construction Documents.*
- H. Submit blocking support requirements with shop drawings.

1.4 QUALITY ASSURANCE

- A. Coordinate sign locations with Owner/Designer.
- B. Comply with municipal and state code requirements.
- C. Comply with *The Americans with Disabilities Act, 2010 Edition, ADA, Chapter 7: Communication Elements and Features, Section 703 Signs*
- D. Field verify all sign locations and notify Owner/Designer of any discrepancies before fabrication of sign units.

1.5 WARRANTY

- A. Provide a written warranty for one year from date of substantial completion for electrical components, and a five-year warranty from date of substantial completion on the sign structures and paint finishes.
- B. The Contractor shall submit or obtain from any subcontractor and submit on letterhead obtained from the company supplying the Warranty/Guarantee, the following form for the overall project and the work under each section of the specifications. The contractor shall submit all of the Warranty/Guarantees to the Owner/Designer, as a prerequisite to the final payment.

WARRANTY / GUARANTEE

We hereby warrant and guarantee the exterior signage, which we have installed for the City of New Port Richey for five (5) year(s) for non-illuminated products and one (1) year on electrical components from the date of substantial completion.

We warrant and guarantee that the materials and equipment furnished under this contract are of good quality and new unless otherwise required or permitted by the contract documents; that the work will be free from defects not inherent in the quality required or permitted; and that the work conforms with the requirements of the contract documents.

We agree to repair or replace, to the satisfaction of the owner, any or all work not conforming to the contract documents, including substitutions not properly approved and authorized, workmanship or materials that prove defective within the warranty /guarantee period. This warranty/guarantee excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Any repairs or replacements shall bear an additional twelve (12) month guarantee, in addition to any remaining warranty period, as herein stated, dated from the final acceptance of repairs or replacement.

In the event of our failure to comply with the above-mentioned conditions within a reasonable time after being notified in writing, we collectively and separately do hereby authorize the Owner to proceed to have defects repaired and made good at our expense, and will pay the costs and charges; therefore, immediately upon demand.



(Signature of Contractor or Subcontractor)

12/15/17

Date

(Signature of Contractor) only where subcontractor is major signee

1.6 MAINTENANCE CONTRACT

- A. Provide the Owner with a written maintenance contract which, if accepted by the Owner, shall become effective on the expiration date of written warranty.

PART 2 – PRODUCTS

2.1 GENERAL

- A. Signs and sign elements: conform to the layout and proportions as indicated.
 - 1. Materials: new stock, free from defects impairing strength, durability and appearance.
 - 2. Fabrication: In accordance with the highest standards of the trade. All signs and components complete and free from visual and structural / mechanical flaws.
 - 3. Use no fabrication materials or procedures that will in any way change the visual quality or have an adverse effect on materials and surfaces.
 - 4. Letter Forms: aligned to maintain a base line parallel to the sign format. Margins shall be maintained as indicated by sign type drawings.
 - 5. Edges of Letter Forms: sharp and clean with no edge build-up or bleeding. All surfaces of Letter Forms: without pinholes or defects.
 - 6. Units adequately vented to dissipate heat and properly vented and drained to prevent water containment. All unit openings: backed with a non-ferrous fine screen mesh and shall not directly inlet water condensation or contaminants.
 - 7. Units constructed of vandal-resistant construction materials, methods, and aluminum, steel, and non-aluminum metallic surfaces. Components: non-ferrous and/or rust-proofed. All joints and seams sealed and weather-proofed.
 - 8. Pop rivets will not be acceptable as a method of mechanical fastening.
 - 9. All hinges and seams to be located per drawings.
- B. Symbols, Typography, and Color:
 - 1. Copy on construction drawings is for layout purposes only.
 - 2. Stated dimensions shall take precedence over scale dimensions. If the drawings are not scaled, notation "not to scale" occurs on the drawing.
 - 3. The graphic configuration of signs is ultimately governed by original art for each sign as approved by Designer and Owner.
 - 4. Original art shall conform to the dimensions and general configuration shown on sign type drawings/diagrams. In the event of conflict between original art and drawings, notify Designer immediately for resolution of the discrepancy.
 - 5. Colors to match color selected by the Owner from the full range of colors in the Pantone Matching System; PANTONE, INC., 55 Knickerbocker Road, Moonachie NJ 07074.
 - 6. The signage schedule is a consolidated reference which gives the location code, sign copy, mounting surface and/or mounting

device, and information which is not conducive to exclusive categorization. Verify exact copy on signs with the Owner/Designer.

7. Letter forms: using upper case or upper and lower case in sizes shown and /or scheduled.
8. Letter height: identified as "cap" letter height.
9. Letter spacing: optical, but in accordance with examples shown in the Construction Documents.
10. Directional arrows: as indicated in the Construction Documents.
11. Prior to fabrication of signage, verify copy and spelling with Owner's representative and Designer in accordance with Section 1.3 Submittals.

2.2 MATERIALS / FABRICATION

EXTERIOR SIGNAGE:

- A. Provide materials: new stock, free from defects impairing strength, durability, and appearance.
1. Aluminum:
 - a. Aluminum plate, angles, channels, extrusions, and other structural items fabricated from alloy 6061-T6, 6063-T5, or other alloy as required for applicable function and use as recommended by the ALUMINUM COMPANY OF AMERICA, KAISER ALUMINUM, REYNOLDS ALUMINUM or equivalent manufacturer.
 - b. Aluminum used for all exposed surfaces: a minimum thickness of 0.125" with a painted finish as selected by Owner/Designer.
 - c. Aluminum used for concealing framing of signage: a minimum thickness of 0.125" with a mill finish.
 - d. Provide aluminum of the best commercial quality with the various form straight and true. Replace materials, which have scratches, scars, creases or buckles.
 - e. Welded joints: heli-arc welded in conformance with the American Welding Society and the Aluminum Association's specifications.
 2. Fasteners: non-corrosive type fasteners, nonconductive or insulated when joining non-compatible materials. **Vandal-resistant fasteners** are to be used on any exposed areas below 72". Proposed vandal-resistant fasteners shall be submitted to the Designer for review and approval.
 3. Reproduction Process:
 - a. Silk Screening:
 - 1) Silk screening: executed from photo screens prepared from original art. Hand-cut screens will not be accepted.
 - 2) Silk screen printing: executed in such a manner that all edges and corners of finished letter forms are true and clean. Letter forms: true and level.
 - b. Ink and Paints:
 - 1) Inks and paints for silk screen and imprinted surfaces: provide a type compatible with the surface on which it is applied and as recommended by manufacturer.
 - 2) Do not use paint or ink that will fade, discolor, or delaminate as a result of proximity to ultraviolet light source or heat.
 - 3) Include the cost of priming other surfaces (pre-treatments) in the work as part of the finished surface work.
 - 4) Inks and Paints: evenly applied and without pinholes, scratches, orange peeling, application marks and dust particles. Workmanship in connection with finishes and formation of the letters shall conform to the highest standards of the trade.

- 5) Paints:
 - a) Akzo Nobel, 136 Milton Park Abingdon, Oxon OX14 4SB United Kingdom
 - b) Matthews Paint Company, 8201 100th Street, Pleasant Prairie, WI 53158-2201
4. Steel:
 - a. Structural steel sections, channels, tubing, and angles shall meet the requirements of ASTM A-36, with factory-prime paint coating.
 - b. Steel shall have a galvanized finish.
5. Vinyl Die Cut Letters:
 - a. Legends, arrows and logotypes on non-illuminated signs, unless otherwise noted, shall be precision die cut from "Scotchlite" brand "Flat Top" wide angle engineer grade reflective sheeting as manufactured by the 3M COMPANY. "Scotchcal" brand vinyl sheeting, as manufactured by the 3M COMPANY shall be free of trapped air bubbles, wrinkles and tears. All copy shall be applied straight and true with proper inter-letter and inter-word spacing.
6. Fasteners, anchors, and hardware: of prime commercial quality.
 - a. Hardware: non-conductive and/or insulated when joining non-compatible material. Paint for shop coating and field touch-up of dissimilar metal connecting members, including anchors and clips, shall be alkali-resistant, bituminous paint.
 - b. Vandal-resistant fasteners shall be used whenever possible.
7. All adhesives and adhesive tapes required for plastic, glass, and metal shall be a type recommended for the particular usage by the manufacturer and guaranteed to meet the general and structural support criteria indicated.
8. Electronic Message Display:
 - a. Optec 10mm INF-MOD-10-RGB-Z-P-D-QR (verify operation method and required software with Owner/Designer)
 - b. Electrical:
 - i. Power requirements (i.e. voltage) to be provided by manufacturer
 - ii. Power to be provided within 10 feet of final sign location, to be coordinated with the City of New Port Richey authorized electrician, unless otherwise specified by the City of New Port Richey.
9. Breakaways:
 - a. Transpo Industries – Pole Safe with Skirt (actual model required to be confirmed by licensed engineer based on sign pole dimensions and wall thicknesses).
10. Masonry:
 - a. Stoneyard - Greenwich Gray LedgeStone
 - b. Belden – Thin Brick Veneer (field match color to existing adjacent façade)
11. Misc:
 - a. Displays2go – Exterior Sign Cabinet w/Removable Hinged Retainer 33"x58" Outdoor Snap Frame w/Anti-Theft Lock.

- b. Brandon Industries – Fluted Poles and Decorative Bases

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine existing conditions of the Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, examine the conditions affecting the installation of products, or performance of the work.
- C. Report unsatisfactory or questionable conditions to the Owner and Designer in writing; do not proceed with the work until the Owner has provided further instructions.

3.2 PREPARATION

- A. Provide adequate temporary support to assure the structural value and integrity of the affected portion of the work.
- B. Provide devices and methods to protect other portions of the Project from damage.
- C. Provide protection from the elements for that portion of the Project, which may be exposed by cutting and patching work.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's recommendations; attach units rigidly; mount plumb and level.
- B. Take care during installation to assure that signs are not damaged or scratched. Repair or replace signs showing damage, as directed by the Owner/Designer.
- C. Installation: Comply with applicable codes and ordinances.
- D. Coating and shop coating and field touch-up of dissimilar metal connecting members, including anchors and clips: alkali-resistant, bituminous paint.
- E. Provide signs and components complete and free from visual and structural or mechanical flaws.
- F. Do not use fabrication or installation materials or procedures that will in any way change the visual quality or have an adverse effect on the existing materials and surfaces on the structure.
- G. Verify mounting surfaces prior to install.

3.4 LETTER SPACING

- A. Letter spacing: optical and in accordance with example shown.
- B. Letter forms:
 - 1. All letter forms shall be so aligned as to maintain a base line parallel to the sign format. Margins shall be maintained as indicated by sign type diagrams.
 - 2. All edges of letter forms shall be sharp and clean with no edge build-up or bleeding.

3.5 PERFORMANCE

- A. Execute work so as to interfere as little as possible with functioning and normal operations of the site.
- B. Execute cutting and demolition by methods that will prevent damage to other work, and will provide proper surfaces to receive installation of repairs. Fabricator shall repair all damaged areas to match the surrounding finishes.
- C. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.
- D. Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of Contract Documents.
- E. Refinish entire surfaces to provide an even finish to match adjacent finishes.
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish the entire unit.

END OF SECTION 10 14 00