

**BIDDER CHECKLIST (INCLUDE THIS LIST W/SUBMITTAL)  
ATTACHMENTS TO BE COMPLETED AND RETURNED WITH BID**

p   ✓  

**SEALED RFB ENVELOPE LABEL**

p   ✓  

**Check (v)**

✓

**ATTACHMENT 1:** Insurance Requirements and Acknowledgement (page 48 acknowledgement to be submitted)

**ATTACHMENT 2:** Excel Tabulation Price Sheet (must complete and Submit in excel format on USB DRIVE). **DO NOT RECREATE THIS FORM.**

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**ATTACHMENT 3:** Bid Form

✓

**ATTACHMENT 4:** Statement of Organization

✓

**ATTACHMENT 5:** Addenda and Bond Form

✓

**ATTACHMENT 6:** Equipment and Source of Supply/Subcontractor List

✓

**ATTACHMENT 7:** Qualifications and References

✓

**ATTACHMENT 8:** Non-Collusive Affidavit

✓

**ATTACHMENT 9:** Conflict of Interest

✓

**ATTACHMENT 10:** Public Entity Crime Information

✓

**ATTACHMENT 11:** Drug-Free Workplace Form

**ATTACHMENT 12:** Sworn Statement: The Florida Trench Safety Act

✓

**ATTACHMENT 13:** Scrutinized Company Certification Form

✓

**ATTACHMENT 14:** Lobbying Certification

✓

**ATTACHMENT 15:** Vendor's Certification For E-Verify System

✓

**ATTACHMENT 16:** Certification by Bidder – Executive Order 11246

✓

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Co Transactions

✓

Acknowledgement of Terms, Conditions, and Grant Clauses

Certifications and Representations -Grant Funds

**AWARDED VENDOR**

**DO NOT SUBMIT**

**ATTACHMENT 17:** Bid Bond (Must use this form and attach with Bid submittal)

**ATTACHMENT 18:** Performance and Payment Bond (AWARDED VENDOR MUST USE THIS FO

“SAMPLE” RFB CONTRACT – SUBJECT TO CHANGE

**ENVELOPES/PACKAGES MUST BE MARKED**

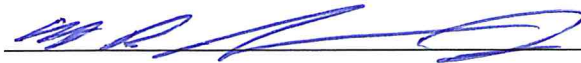
**“SEALED BID ENVELOPE LABEL BELOW (NEXT PAGE)”.**

**PLEASE NOTE:** Courier Packages (FedEx, UPS, etc.) shall be clearly marked.

**If not using label provided on the next page, please include the following on the outside envelope: COMPANY NAME, RFB #, RFB TITLE, DATE DUE, TIME DUE, SUBMITTED BY, NAME OF COMPANY, E-MAIL ADDRESS, TELEPHONE.**

Date: October 26, 2022

Signed (Person authorized to bind the company):



Name (printed): HARLAN R. SUNQUIST, JR.

Title: PRESIDENT

**ATTACHMENT 1:  
INSURANCE REQUIREMENTS**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

**LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

**Requirements:**

**1. Commercial General Liability – Occurrence Form (CG 00 01)**

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The Contractor shall procure and maintain, and require all subcontractors to procure and maintain a comprehensive general liability policy, including, but not limited to

- General Aggregate \$1,000,000
- Each Occurrence \$1,000,000
- products and completed ops \$1,000,000
- damage to rented premises \$100,000

- a) The policy shall be endorsed to include the following additional insured language: "City of North Port and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b) Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c) Policy shall be endorsed for a waiver of subrogation against the City of North Port.

**2. Commercial Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

- Combined Single Limit (CSL) (Ea Accident) \$1,000,000
  - Bodily Injury (per person) \$1,000,000
  - Bodily Injury (per accident) \$1,000,000
  - Property Damage (per accident) \$1,000,000
- The policy shall be endorsed to include the following additional insured language: "City of North Port and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability



arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

- Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- Policy shall contain a waiver of subrogation against the City of North Port.

#### 4. **Worker's Compensation and Employers' Liability (PER CHAPTER 440. FLORIDA STATUTES)**

The Contractor shall procure and maintain Worker's Compensation insurance for all his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by protection afforded by the Contractor's Workers Compensation insurance. For additional information contact the Department of financial Services, Workers' Compensation Division at 850.413.1601 or on the web at [www.fldfs.com](http://www.fldfs.com). In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide, Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions. The minimum liability limits of such insurance shall not be less than herein specified or in that amount specified by law for that type of damage claim.

Proof of such insurance shall be filed by the Contractor with the City within ten (10) days after the execution of this Contract.

#### **Workers' Compensation Employers' Liability**

- Each Accident, each employee, bodily injury or disease \$1,000,000
  - a. Policy shall contain a waiver of subrogation against the City of North Port.
  - b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
  - c. If the contractor has no employees, the contractor must submit to the City the Workers Compensation Exemption from the State of Florida.

**ENVIRONMENTAL/POLLUTION LIABILITY:** Not required unless chemicals are being used that are listed as hazardous on [www.epa.gov](http://www.epa.gov) website. In the event that hazardous chemicals are to be used, Contractor shall provide an Environmental/Pollution Liability policy in an amount of:

- General Aggregate \$3,000,000.
- Each Occurrence \$1,000,000.

Contractor shall notify City prior to usage of hazardous chemicals so that adequate insurance coverage is provided prior to usage of such chemicals. Failure to so notify City shall be deemed a material breach of this Contract.

#### **GENERAL REQUIREMENTS:**

**A.** The City of North Port is to be named additional insured on **Comprehensive Commercial General Liability Policy and Auto Policy**. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the Contractor. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and

must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the City.

**B. WAIVER OF SUBROGATION:** All required insurance policies, with the exception of Workers Compensation, are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers, and the City's insurance carriers, for losses paid under the terms of these polices that arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any Subcontractors, agrees to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Contractor or its agents may be responsible for.

**C. POLICY FORM:**

1. All policies, required by this Contract, **with the exception of Workers Compensation**, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be **written on an occurrence basis**, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees, or volunteers.
2. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
3. Each insurance policy required by this Contract shall:
  - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.
6. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.
7. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City's Risk Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.



RFB NO. 2023-08 SUMTER BOULEVARD UTILITY EXTENSIONS

- 8. Certificates of Insurance Evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Contractor will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

**Bidders should carefully review their existing insurances and consider their ability to meet these requirements prior to submission. The requirements should be forwarded to their agent, broker, and insurance providers for review**

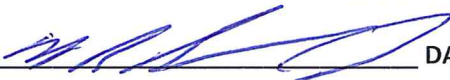
Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of North Port Risk Division before the commencement of any work activities.

Bidder Statement:

We understand the requirements requested and agree to fully comply.

BIDDER'S NAME TITLE HARLAN R. SUNQUIST, JR. TITLE PRESIDENT

AUTHORIZED SIGNATURE DATE  DATE October 26, 2022

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

ATTACHMENT 2:

# BID SCHEDULE IN EXCEL FORMAT

## SEPARATE ATTACHMENT

- DO NOT RECREATE
- SUBMIT AN (1) ORIGINAL AND (1) HARD COPY
- DO NOT PDF EXCEL SPREADSHEET SAVE IN EXCEL FORMAT ON USB DRIVE

It is understood that the estimated summary of pay item quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation shall be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown.

Preparation of Bid Schedules: Contractor MUST use the City provided excel spreadsheet. DO NOT RECREATE FORM. All GREEN spaces in the Bid Form to be filled. Bidder should not reference the words "No Charge, N/A, included, dash, etc." in any of the spaces. Bidder must identify a monetary amount for each UNIT COST (unless the unit price is "x" out by the City). UNIT COST prevails over EXTENDED COST. Failure to identify a monetary amount in any of the UNIT COST line items shall cause Bidder to be deemed non-responsive and bid response be rejected. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.



City of North Port RFB 2023-08  
Sumter Boulevard Utility Extensions

Bid Form

MOBILIZATION AND DEMOBILIZATION					
BID ITEM	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL PRICE
1.0	Mobilization and Demobilization (Max. of 5% of Bid Items 2.0 through 11.0)	LS	1	\$ 96,340.00	\$ 96,340.00
<b>Subtotal – Mobilization and Demobilization</b>					<b>\$ 96,340.00</b>

POTABLE WATER MAIN					
BID ITEM	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL PRICE
2.0	Best Management Practices				
2.1	Best Management Practices during Water Main Construction	LS	1	\$ 15,635.00	\$ 15,635.00
3.0	Maintenance of Traffic/Traffic Regulation				
3.1	Maintenance of Traffic/Traffic Regulation during Water Main Construction	LS	1	\$ 20,025.00	\$ 20,025.00
4.0	PVC Main and Ductile Iron Fittings Installed by Open Cut				
4.1	12-Inch PVC (C900 DR 18) Water Main and Ductile Iron Fittings Installed by Open Cut	LF	4,163	\$ 157.75	\$ 656,713.25
5.0	Ductile Iron Main and Ductile Iron Fittings Installed by Open Cut				
5.1	12-Inch Ductile Iron (C151 PC 350) Water Main and Ductile Iron Fittings Installed by Open Cut	LF	102	\$ 205.30	\$ 20,940.60
6.0	HDPE Main Installed by Horizontal Directional Drilling				
6.1	14-Inch HDPE (C906 DR 11) Water Main Installed by Horizontal Directional Drilling	LF	2,079	\$ 156.00	\$ 324,324.00
6.2	14-Inch HDPE (C906 DR 9) Water Main Installed by Horizontal Directional Drilling	LF	1,326	\$ 141.25	\$ 187,297.50
7.0	Gate and Plug Valve Assemblies				
7.1	8-Inch Gate Valve Assembly for Water Main and 8-Inch Ductile Iron Plug	EA	4	\$ 3,623.00	\$ 14,492.00
7.2	12-Inch Gate Valve Assembly for Water Main	EA	7	\$ 5,356.00	\$ 37,492.00
8.0	Hydrant Tee and Valve				
8.1	12-Inch x 6-Inch Hydrant Tee, 6-Inch Gate Valve Assembly, and 6-Inch Ductile Iron Plug	EA	5	\$ 4,745.00	\$ 23,725.00
9.0	Connections to Existing Mains				
9.1	Connection to Existing 12" Water Main at STA 40+03	EA	1	\$ 4,658.00	\$ 4,658.00
10.0	Air Release Assemblies				
10.1	Manual Air Release Assembly on 12-Inch Water Main	EA	7	\$ 3,468.00	\$ 24,276.00
<b>Subtotal – Potable Water Main</b>					<b>\$ 1,329,578.35</b>

WASTEWATER FORCE MAIN					
BID ITEM	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL PRICE
2.0	Best Management Practices				
2.2	Best Management Practices during Force Main Construction	LS	1	\$ 27,140.00	\$ 27,140.00
3.0	Maintenance of Traffic/Traffic Regulation				
3.2	Maintenance of Traffic/Traffic Regulation during Force Main Construction	LS	1	\$ 11,250.00	\$ 11,250.00
4.0	PVC Main and Ductile Iron Fittings Installed by Open Cut				
4.2	12-Inch PVC (C900 DR 18) Force Main and Ductile Iron Fittings Installed by Open Cut	LF	6,890	\$ 148.30	\$ 1,021,787.00
6.0	HDPE Main Installed by Horizontal Directional Drilling				
6.3	14-Inch HDPE (C906 DR 11) Force Main Installed by Horizontal Directional Drilling	LF	3,087	\$ 153.75	\$ 474,626.25
6.4	14-Inch HDPE (C906 DR 9) Force Main Installed by Horizontal Directional Drilling	LF	1,474	\$ 138.00	\$ 203,412.00
7.0	Gate and Plug Valve Assemblies				
7.3	12-Inch Plug Valve Assembly for Force Main	EA	11	\$ 6,327.50	\$ 69,602.50
9.0	Connections to Existing Mains				
9.2	Connection to Existing 16" Force Main at STA 1+05	EA	1	\$ 6,056.00	\$ 6,056.00
10.0	Air Release Assemblies				
10.2	Automatic Combination Air Valve Assembly on 12-Inch Force Main	EA	11	\$ 9,712.75	\$ 106,840.25
<b>Subtotal – Wastewater Force Main</b>					<b>\$ 1,920,714.00</b>



City of North Port RFB 2023-08  
Sumter Boulevard Utility Extensions  
Bid Form

Summary

AREA	TOTAL BASE COST
Mobilization and Demobilization	\$ 96,340.00
Potable Water Main	\$ 1,329,578.35
Wastewater Force Main	\$ 1,920,714.00
<b>Total Bid</b>	<b>\$ 3,346,632.35</b>

**ATTACHMENT 3:  
BID FORM**

Name of Bidder/Company Name: SPECTRUM UNDERGROUND, INC  
Business Address: 5802 BEE RIDGE ROAD, SUITE 101  
City/State/Zip Code: SARASOTA, FL 34233  
Bidder/Company Telephone Number: 941-342-6708  
E-mail Address: estimating@spectrumunderground.com  
Contractor License #: CGC 008435 CUC056873  
FEID #: 65-0669771

To the City Commission of the City of North Port pursuant to and in compliance with your notice inviting sealed bids (Invitation to Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services and design of certain items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents for the prices hereinafter set forth.

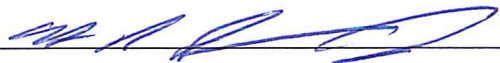
The undersigned, as Bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Attachments, Exhibits, Insurance Requirements, Bid Form, Permit Fees, Plan Revisions, Plans, and any other reports or documentation for: **RFB 2023-08 SUMTER BOULEVARD UTILITY EXTENSIONS** and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price line items as indicated on the bid schedule form(s) submitted. The above specified documents are herein incorporated into the Bid Form.

The undersigned as Bidder, declares that the only persons or parties interested in this submittal as principals are those named herein: that this submittal is made without collusion with any person, firm, or corporation: and he/she proposes and agrees, if the proposal is accepted, that he/she will execute a Contract with the City in the form set forth in the Contract documents and that he/she will accept in full payment thereof the following prices, to wit:

PROJECT TOTAL: Three Million Three Hundred Forty-Six Thousand  
Six Hundred Thirty-Two Dollars and  
Thirty-Five Cents \$ 3,346,632.35

Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than **NINETY (90) DAYS** from the date of the official bid opening.

Date: October 26, 2022

Signed (Person authorized to bind the company): 

Name (printed): HARLAN R. SUNQUIST, JR. Title: PRESIDENT

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**



**ATTACHMENT 4:  
STATEMENT OF ORGANIZATION**

The following information will be provided to the City of North Port for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

**Company Name** SPECTRUM UNDERGROUND, INC  
941-342-6708 estimating@spectrumunderground.com 941-342-6710

**Telephone #** 5802 BEE RIDGE ROAD, SUITE 101  
**E-Mail**  **Fax #**

**Main Office Address**  
Sarasota FL 34233

**City**  **State**  **Zip Code**   
*Address of Office Servicing City of North Port, if different than above:*  SAME AS ABOVE

**Office Address**

**City**  **State**  **Zip Code**

**Telephone #**  **E-mail**  **Fax #**

**Name & Title of Firm Representative**

**Federal Identification Number:** 65-0669771

Bidder shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

**Is this a Florida Corporation:**  Yes or  No **(Please Check One)**  
**If not a Florida Corporation,**  
 In what state was it created:   
 Name as spelled in that State:

**What kind of corporation is it:**  "For Profit" or  "Not for Profit"

**Is it in good standing:**  Yes or  No  
**Authorized to transact business in Florida:**  Yes or  No  
 State of Florida Department of State Certificate of Authority Document No.:

**Does it use a registered fictitious name:**  Yes or  No

**Names of Officers:**  
**President:** HARLAN R. SUNQUIST, JR. **Secretary:** PATRICIA A. SUNQUIST  
**Vice President:** HARLAN R SUNQUIST, SR. **Treasurer:** PATRICIA A. SUNQUIST  
**Director:**  **Director:**   
**Other:** Sophia Sunquist -VP **Other:**

**Name of Corporation (As used in Florida):**  
SPECTRUM UNDERGROUND, INC

(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:** 5802 BEE RIDGE ROAD, SUITE 101  
**Post Office Box:**   
**City, State Zip:** SARASOTA, FL 34233

RFB NO. 2023-08 SUMTER BOULEVARD UTILITY EXTENSIONS

Street Address: 5802 BEE RIDGE ROAD, SUITE 101  
City, State, Zip: SARASOTA, FL 34233

STATE OF FLORIDA  
COUNTY OF FL

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 26th day of October 20 22, by HARLAN R. SUNQUIST, JR.

*Cindy L. Huckaby-Reiser*

Notary Public – State of Florida  
Cindy L. Huckaby-Reiser  
06/09/2026



Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Date: October 26, 2022

Signed (Person authorized to bind the company): *[Signature]*  
Name (printed): HARLAN R. SUNQUIST, JR. Title: PRESIDENT

THIS PAGE MUST BE COMPLETED AND SUBMITT



**ATTACHMENT 5:  
ADDENDA AND BOND INFORMATION**

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the bid price.

<b>Addendum No.</b>	1	Dated	10/5/22	<b>Addendum No.</b>		Dated	
<b>Addendum No.</b>	2	Dated	10/11/22	<b>Addendum No.</b>		Dated	
<b>Addendum No.</b>	3	Dated	10/18/22	<b>Addendum No.</b>		Dated	
<b>Addendum No.</b>		Dated		<b>Addendum No.</b>		Dated	

**BID BOND AND PERFORMANCE/PAYMENT BOND (SEE ATTACHMENTS 17 & 18)**

**BID BOND: ACCOMPANYING THIS PROPOSAL IS** Bidder's Bond

(insert: "cash", "Bidder's bond", or "certified check", as the case may be) in an amount equal to at least 5% of the total amount of the bid, payable to the City of North Port. Cashier's checks will be returned to all Bidders after award of bid. If supplying a bid bond please use the attached bid bond form. **Note: Failure to submit a bid bond will be cause for rejection of bid.**

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a Contract with the City as specified in the Contract documents accompanied by the required labor and material and faithful performance bonds with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, Bidder promises to pay City's reasonable attorneys' fees incurred with or without suit.

The undersigned agrees, if awarded this bid, to furnish a **PERFORMANCE AND PAYMENT BOND** in the amount of 100% of the total project price within ten (10) calendar days after notification of award to the Purchasing Department. The undersigned shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and a certified copy of the Bond shall be furnished to the Purchasing Division at the time of the pre-construction meeting.

**All Contract documents (i.e.: performance and payment bond, cashier's check, bid bond) shall be in the name of "City of North Port".**

Date: October 26, 2022

Signed (Person authorized to bind the company): 

Name (printed): HARLAN R. SUNQUIST, JR. Title: PRESIDENT

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**ATTACHMENT 6:  
EQUIPMENT AND SUBCONTRACTOR/SUPPLIER LIST**

Equipment is located at: 4200 Carmichael Ave, Sarasota, FL 34234

Please make sure your list of equipment contains the following: Description of equipment, inclusive of manufacturer, year and condition.

List the condition of equipment/vehicles utilized for this project in accordance with the following scale:

**1-Excellent: 2-Good: 3-Fair: 4-Poor.** (Attach additional sheets, if required.)

Description Leased/Owned	Manufacturer	Year	Condition
1. See Attached			
2.			
3.			

**SOURCE OF SUPPLY AND SUBCONTRACTOR FORM**

The following sources of supply and subcontractors shall be used for the **RFB NO. 2023-08 Sumter Boulevard Utility Extensions**. If Bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to City approval. (If not applicable, state N/A).

**SUBCONTRACTOR(S)**

**(PLEASE INCLUDE ADDRESS/TELEPHONE NUMBER & E-MAIL)**

1. Directional Drilling/Sylvester Excavating jimsylexc@gmail.com 941-475-3388
2. Florida Engineering & Surveying, LLC BootseFlorida-EAS.com 941-485-3100
- 3.

**SUPPLIER(S)**

1. Ferguson Enterprises
- 2.
- 3.

Date: October 26, 2022

Signed (Person authorized to bind the company): 

Name (printed): HARLAN R. SUNQUIST, JR. Title: PRESIDENT

***THIS PAGE MUST BE COMPLETED AND SUBMITTED***

**ATTACHMENT 7:**

**QUALIFICATIONS AND REFERENCES**


See Attached

Prime bidder must be fully licensed to do business in the State of Florida and be currently licensed as a Certified General Contractor or Certified Underground Utilities Contractor in the State of Florida and provide proof of licensure with the submitted Bid Proposal. Contractor shall submit a minimum of three (3) recent (within the past five years) references of projects of similar size and scope involving large diameter water and force main installations and all associated testing, miscellaneous work, restoration, and clean-up. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date.

1. Business/Customer Name: City of Sarasota  
 Name of Contact Person/Title: Bill Riebe, Utilities Director  
 Telephone# 941-263-6161 Fax \_\_\_\_\_ E-mail Bill.Riebe@SarasotaFL.gov  
 Address 1750 12th Street, Sarasota, FL 34236  
 Phone Number \_\_\_\_\_  
 Duration of Contract or business relationship Five Years  
 Type of Services Provided WWTP 48" Pipe Replacement  
 Contract Period: FROM 5/21 TO 7/22  
 Contract Price \$ 1,634,765.20 Contract Price at Completion of the Project \$ 1,332,508.79

2. Business/Customer Name: City of North Port  
 Name of Contact Person/Title: Jennifer Fehrs, PE  
 Telephone# 941-223-4138 Fax \_\_\_\_\_ E-mail JFehrs@CityofNorthPort.com  
 Address 6644 W. Price Blvd. North Port, FL  
 Phone Number \_\_\_\_\_  
 Duration of Contract or business relationship Five Years  
 Type of Services Provided Myakkahatchee WTP-Ortiz Water Main Project  
 Contract Period: FROM 9/20 TO 10/21  
 Contract Price \$ 1,585,675.70 Contract Price at Completion of the Project \$ 1,613,679.84

Date: October 26, 2022

Signed (Person authorized to bind the company):   
 Name (printed): HARLAN R. SUNQUIST, JR. Title: President


***THIS PAGE MUST BE COMPLETED AND SUBMITTED***



3. Business/Customer Name: City of Sarasota  
Name of Contact Person/Title: Anthony Centurione  
Telephone# 941-316-8490 Fax \_\_\_\_\_ E-mail Anthony.Centurione@SarasotaFL.gov  
Address 1750 12th Street, Sarasota, FL 34236  
Contract Period: FROM 4/19 TO 4/20  
Contract Price \$ \_\_\_\_\_ Contract Price at Completion of the Project \$ \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Duration of Contract or business relationship \_\_\_\_\_  
Type of Services Provided Orange Avenue Water Main Replacement  
Contract Period: FROM \_\_\_\_\_ TO \_\_\_\_\_  
Contract Price \$ 1,257,543.50 Contract Price at Completion of the Project \$ 1,290,009.70

4. Business/Customer Name: CDM Smith for FDOT  
Name of Contact Person/Title: Pinkey Pakalapati, P.E.  
Telephone# 941-391-7290 Fax \_\_\_\_\_ E-mail PakalapatiP@CDMSmith.com  
Address 1226 N. Tamiami Trail, Suite 301, Sarasota, FL 34236  
Phone Number \_\_\_\_\_  
Duration of Contract or business relationship Two Years  
Type of Services Provided SR 45 Roundabout WM Construction  
Contract Period: FROM 11/17 TO 8/19  
Contract Price \$ 2,752,118.65 Contract Price at Completion of the Project \$ 1,713,183.36

Date: October 26, 2022

Signed (Person authorized to bind the company):   
Name (printed): HARLAN R. SUNQUIST, JR. Title: President

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

ATTACHMENT 8:  
NON-COLLUSIVE AFFIDAVIT

State of FLORIDA  
County of Sarasota

Before me, the undersigned authority, personally appeared:

HARLAN R. SUNQUIST, JR. who, being first duly sworn, deposes and says that:  
1. He/She is the President (Owner, Partner, Officer, Representative or Agent) of SPECTRUM UNDERGROUND, INC, the Respondent that has submitted the attached reply:

2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply:

3. Such reply is genuine and is not a collusive or sham reply:

4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted: or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this 26th day of October, 2022.

By: HARLAN R. SUNQUIST, JR.

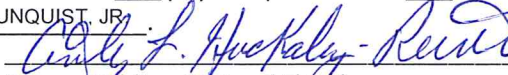
(Printed Name)



(Title)

STATE OF FLORIDA  
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization on this 26th day of October 2022, by HARLAN R. SUNQUIST, JR.

  
Notary Public – State of Florida  
Cindy L Huckaby-Reiser  
06/09/2026



Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_

ATTACHMENT 9:  
CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to Contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

\_\_\_\_\_ I am an employee, public officer or advisory board member of the City

\_\_\_\_\_ (List Position Or Board)

\_\_\_\_\_ I am the spouse or child of an employee, public officer or advisory board member of the City

Name: \_\_\_\_\_

\_\_\_\_\_ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.

Name: \_\_\_\_\_

\_\_\_\_\_ Respondent employs or Contracts with an employee, public officer or advisory board member of the City.

Name: \_\_\_\_\_

None of The Above

PART II: Are you going to request an advisory board member waiver?

\_\_\_\_\_ I will request an advisory board member waiver under §112.313(12)

\_\_\_\_\_ I will NOT request an advisory board member waiver under §112.313(12)

N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Bidders whose conflicts are not waived or exempt.

Date: October 26, 2022

Signed (Person authorized to bind the company): \_\_\_\_\_

Name (printed): HARLAN R. SUNQUIST, JR. Title: President

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**



ATTACHMENT 10: PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, HARLAN R. SUNQUIST, JR., being an authorized representative of the Respondent

Located at: 5802 BEE RIDGE ROAD, SUITE 101

City: SARASOTA State: FLORIDA Zip Code: 34233, have read and understand

the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature: Date: October 26, 2022
Telephone #: 941-342-6708 Fax #: 941-342-6710
Federal ID #: 65-0669771 E-mail: estimating@spectrumunderground.com
State of Florida
County of SARASOTA

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 26th day of October 20 22, by HARLAN R. SUNQUIST, JR.

Cindy L. Huckaby-Reiser
Notary Public - State of Florida
Cindy L Huckaby-Reiser
06/09/2026



Personally Known OR Produced Identification
Type of Identification Produced

Date: October 26, 2022

Signed (Person authorized to bind the company):
Name (printed): HARLAN R. SUNQUIST, JR. Title: President

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 11:  
DRUG-FREE WORKPLACE FORM


The undersigned Respondent in accordance with Florida Statute §287.087 hereby certifies that: SPECTRUM UNDERGROUND, INC ( Company Name) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section. As the person authorized to sign the statement, I certify that Respondent complies fully with the above requirements.

Check one:

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

As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.



Signature

Harlan R. Sunquist, Jr., President

Print Name

October 26, 2022

Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

ATTACHMENT 12:

SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT  
(If applicable)

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

1. \_\_\_\_\_ This Sworn Statement is submitted with Bid No. 2023-08 for the construction of the Sumter Boulevard Utility Extensions.

2. This Sworn Statement is submitted by SPECTRUM UNDERGROUND, INC whose business address is 5802 BEE RIDGE ROAD, SUITE 101, Sarasota, FL 34233 and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0669771.

3. My name is HARLAN R. SUNQUIST, JR. (PRINTED OR TYPED NAME OF INDIVIDUAL SIGNING) and hold the position of President with the above entity.

4. The Trench Safety Standards that will be in effect during the construction of this Project are Florida Statute Section 553.60-55.64, Trench Safety Act, and OSHA Standard.

5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the County and ENGINEER, and any of their agents or employees from any claims arising from the failure to comply with said standard.

6. The undersigned has appropriated \$ N/A per linear foot of trench to be excavated over 5' deep for compliance with the applicable standards and intends to comply by instituting the following procedures: \_\_\_\_\_

7. The undersigned has appropriated \$ N/A per square foot for compliance with shoring safety requirements and intends to comply by instituting the following procedures:

8. The undersigned, in submitting this Bid, represents that he or she has reviewed and considered all available geotechnical information and made such other investigations and tests as he or she may deem necessary to adequately design the trench safety system(s) he or she will utilize on this Project.

STATE OF FLORIDA  
COUNTY OF SARASOTA

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 26th day of October 20 22, by HARLAN R. SUNQUIST, JR.

Cindy L. Huckaby-Reiser  
Notary Public – State of Florida  
Cindy L Huckaby-Reiser  
06/09/2026

Personally Known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_

THIS PAGE MUST BE COMPLETED AND SUBMITTED





ATTACHMENT 13:

Scrutinized Company Certification Form

Company Name: SPECTRUM UNDERGROUND, INC

Authorized Representative Name and Title: Harlan R Sunquist, Jr President

Address: 5802 BEE RIDGE ROAD, SUITE 101 City: SARASOTA State: FLORIDA ZIP: 34233

Phone Number: 941-342-6708 Email Address: estimating@spectrumunderground.com

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

**CHOOSE ONE OF THE FOLLOWING**

This bid, proposal, Contract or Contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By:   
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Harlan R Sunquist, Jr President

Date Certified: October 26, 2022

Solicitation/Contract/PO Number (Completed by Purchasing): \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED)**

ATTACHMENT 14: LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that":

STATE OF FLORIDA
COUNTY OF SARASOTA

This 26th day of October of 20 22 HARLAN R. SUNQUIST, JR., being first duly sworn, deposes and says that he or she is the authorized representative of SPECTRUM UNDERGROUND, INC (Name of the Contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the City in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the City. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this Contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

Signed, sealed and delivered this 26th day of October, 20 22.

By: [Signature]
HARLAN R. SUNQUIST, JR.
(Printed Name)
President

(Title)
STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to (or affirmed) and subscribed before me by means of [check] physical presence or [ ] online notarization, this 26th day of October 20 22, by HARLAN R. SUNQUIST, JR.

[Signature]
Notary Public - State of Florida
Cindy L Huckaby-Reiser
06/09/2026

Personally Known [check] OR Produced Identification [ ]
Type of Identification Produced [ ]



THIS PAGE MUST BE COMPLETED AND SUBMITTED



ATTACHMENT 15:

VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

STATE OF FLORIDA  
COUNTY OF SARASOTA

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

- 1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
- 2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
  - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
  - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
- 3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
- 4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
- 5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
- 6. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.

VENDOR: SPECTRUM UNDERGROUND, INC (Vendor's Company Name)

*[Signature]* (Vendor signature)  
HARLAN R. SUNQUIST, JR. (Vendor's name printed)  
President (Title)

Sworn to and subscribed before me by means of  physical presence or  online notarization, this 26th day of October, 2022, by HARLAN R. SUNQUIST, JR., as President

*[Signature]*  
 Notary Public Cindy L Huckaby-Reiser  
06/09/2026



Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**



ATTACHMENT 16:
CERTIFICATION BY BIDDER

Executive Order 11246 (contracts/subcontracts above \$10,000)

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the ITB opening. No contract shall be awarded unless such report is submitted.

NAME AND ADDRESS OF BIDDER (include ZIP Code): Spectrum Underground, Inc
5802 BEE RIDGE ROAD, SUITE 101, Sarasota, FL 34233

- 1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes [X] No [ ]
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes [X] No [ ]
3. bidder has filed all compliance reports due under applicable instructions. Yes [X] No [ ]
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 112246, as amended? Yes [ ] No [X]

Signed, sealed and delivered this 26th day of October, 2022.

By: [Signature]

HARLAN R. SUNQUIST, JR.
(Printed Name)
President

(Title)
STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to and subscribed before me this 26th day of October, 2022, by HARLAN R. SUNQUIST, JR. who is personally known to me or has produced his/her driver's license as identification.

Notary Public - State of Florida
Print Name: Cindy L Huckaby-Reiser
Commission No: HH 238942 EXP 6/9/26



THIS PAGE MUST BE SUBMITTED WITH PROPOSAL





## CERTIFICATIONS AND REPRESENTATIONS

(GRANTFUNDS)

### 1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in 2 CFR 215, Appendix A, Section 7 (currently \$100,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in OMB Circular A-110 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE:  \_\_\_\_\_

COMPANY NAME: SPECTRUM UNDERGROUND, INC

DATE: October 26, 2022

**THIS PAGE MUST BE SUBMITTED WITH PROPOSAL**



**ACKNOWLEDGEMENT OF TERMS, CONDITIONS, AND GRANT CLAUSES**


**Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement**

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of North Port for review and approval. The bidder agrees to include in the subcontract that:

- (1) the subcontractor is bound by the terms of this Agreement;
- (2) the subcontractor is bound by all applicable state and federal laws and regulations; and
- (3) the subcontractor shall hold the City of North Port, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

**Grant Conditions and Federal Provisions**

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

SIGNATURE:  \_\_\_\_\_  
COMPANY NAME: Harlan R Sunquist, Jr President \_\_\_\_\_  
DATE: October 26, 2022 \_\_\_\_\_

**THIS PAGE MUST BE SUBMITTED WITH PROPOSAL**

FEDERAL NON-COLLUSION /LOBBYING CERTIFICATION

HARLAN R. SUNQUIST, JR. \_\_\_\_\_, being the authorized Agent, certifies that: He/she is the PRESIDENT \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of SPECTRUM UNDERGROUND, INC \_\_\_\_\_, the Bidder that has submitted the attached Proposal.

NON-COLLUSION PROVISION CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

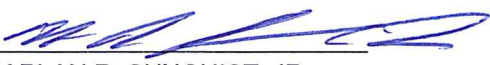
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure."

  
Witness

By:   
HARLAN R. SUNQUIST, JR.  
(Printed Name)  
President  
(Title)

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL



CITY OF NORTH PORT

BID BOND

In Compliance with F.S. Chapter 255.051

STATE OF FLORIDA, CITY OF NORTH PORT

KNOW ALL BY THESE PRESENTS, that Spectrum Underground, Inc., authorized by law to do business as a General contractor in the State of Florida, as Principal, and The Ohio Casualty Insurance Company, a Corporation chartered and existing under the laws of the State of New Hampshire, as Surety, with its principal offices in the City of Boston, MA, and authorized to do business in the State of Florida, and in accordance with Section 255.051, Florida Statutes, are held and firmly bound unto the City of North Port, Florida, in the full and just sum of 5% of the Total Bid Price, in good and lawful money of the United States of America, to be paid upon demand by the City of North Port, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, joint and severally and firmly by these presents. The condition of the obligation is such, that whereas the Principal has submitted the attached Bid, dated 10/26/22, for (RFB 2023-08, RFB 2022-XX SUMTER UTILITY EXTENSIONS).

NOW, THEREFORE, if the Principal shall withdraw said bid prior to the date of opening the same, or shall within 10 days after the prescribed forms are presented to him for signature enter into a written Contract with City of North Port, Florida, in accordance with the bid as accepted and give a Performance and Payment Bond with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith or, in the event of failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and/or supplies provided the latter amount to be excess of the amount specified in said bid, then the above obligations shall be void; otherwise, to remain in full force and effect.

IN THE WITNESS WHEREOF, the above written parties have executed this instrument under their several seals dated 10/26/22, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness as to Principal:

Daphnia Surpinis  
(By)

Spectrum Underground, Inc.

[Signature] (SEAL)  
(Principal)

Witness as to Surety:

Carol McManus  
Carol McManus

Harlan A. Egan, Jr., Pres.

Printed Name  
The Ohio Casualty  
Insurance Company (SEAL)

(Surety's Name)

Jared Hawkins  
(By-As Attorney-in-Fact, Surety)

Jared Hawkins, Attorney-in-Fact and  
Licensed Florida Resident Agent/W034875  
Phone (941) 366-8424

Affix Corporate Seals and attach proper Power of Attorney for Surety.







This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201618-985340

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jared Hawkins; Thomas W. Kochis; Stacy Baier; Michelle Barrow; Robert W. Brown; Carol McManus

all of the city of Sarasota state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of July, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 25th day of July, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of October, 2022.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

## Attachment "A"

Description	Manufacturer	Year	Leased/Owned (If leased, date of expiration)
Model ECR58D Compact Excavator	Volvo	2018	Own
PC300-7 LC-7 Excavator	Komatsu	2002	Own
PC128 US-2 Excavator	Komatsu	2006	Own
Model ECR58D Compact Excavator	Volvo	2014	Own
PC50 MR-2 Compact Excavator	Komatsu	2004	Own
CX135SR Excavator	Case	2006	Own
PC228 US LC Excavator	Komatsu	2010	Own
PC138LC-10 Excavator	Komatsu	2013	Own
PC78 US-8 Excavator	Komatsu	2013	Own
PC360 LC-10 Excavator	Komatsu	2013	Own
305 Compact Excavator	Caterpillar	2014	Own
PC210 LC-10 Excavator	Komatsu	2014	Own
EC380EL Excavator	Volvo	2015	Own
*Assorted Buckets, Hammers, Compactors, and other Excavator Attachments of various sizes.			Own
WA250 3MC Loader	Komatsu	2004	Own
WA320 Loader	Komatsu	2005	Own
WA200 L-5 Loader	Komatsu	2006	Own
WA320 5L Loader	Komatsu	2006	Own
WA470-8 Loader	Komatsu	2015	Own
WA270-7 Loader	Komatsu	2013	Own
WA200 Loader	Komatsu	2014	Own
WA270-8 Loader	Komatsu	2017	Own
70 Loader	Volvo	2019	Own

## Attachment "A" - Continued

*Assorted Buckets, Hydraulic Broom, Forks, Rakes and other Loader attachments.			Own
D31 PX-21 Dozer	Komatsu	2002	Own
D39PX Dozer	Komatsu	2016	Own
CB244C Double Drum Roller	Caterpillar	2005	Own
BW172D Vibratory Roller	Bomag	2007	Own
3410 Vibratory Roller	Hamm	2007	Own
*20+ Small Compactors of various types/sizes			Own
289-D Compact Track Loader	Caterpillar	2018	Own
289C2 Compact Track Loader	Caterpillar	2017	Own
*Assorted attachments for skid/steer or compact loaders			Own
960 Grade Tractor	Massey Ferguson	2010	Own
ST72GP Hydraulic Broom Tractor	Sweepster		Own
622 Hydraulic Broom Tractor	Terramite		Own
954 Hydraulic Broom Tractor	Sweepster		Own
673 Grade/Broom Tractor	New Holland		Own
*Various grading attachments, bushhog, and other misc Grade Tractor attachments.			Own
Gator Soil Stabilizer	Raygo		Own
G930B Motor Grader	Volvo		Own
12" Hydraulic Pump	D&D Pumps	2010	Own
6" Wellpoint Pump	M&W	2020	Own
657 Thompson 8" rotary wellpoint			Own
665 Sykes GP100M Water Pump	Sykes		Own
*20+ small Pumps of various sizes/capacities with fittings/hoses			Own
10' Steel trench box		2011	Own
16' Steel trench box		2012	Own
20' Steel trench box		2013	Own



## Attachment "A" - Continued

2012 Aluminum trench box		2012	Own
*20+ 1" Steel Road Plates			
*100± pcs "Z-Sheet" Steel Sheet Piling			
Towable Compressor	Ingersoll-Rand		Own
Towable Compressor	Sullair		Own
*20+ Saws and other cutting equipment			Own
4,000 Watt Light Tower	Multiquip		Own
Light Tower	Genie		Own
4000Gal Water Truck	Mack		Own
FL 70 4000Gal Water Truck	Freightliner		Own
F-650 2700Gal Water Truck	Ford		Own
T800 Semi-tractor	Kenworth		Own
Semi-Tractor	Freightliner		Own
CH613 Semi-tractor	Mack		Own
4700 Flatbed Truck (yellow)	International		Own
4900 Fuel Service truck	International		Own
25' Flatbed Truck	Sterling		Own
Tri-Axle Dump Truck	Peterbilt		Own
Tri-Axle Dump Truck	Mack		Own
CV700 Tri-Axle Dump Truck (white)	Mack		Own
8600 Roll-Off Container Truck	International		Own
7500 Roll-Off Container Truck	International		Own
T250 Tack Trailer	Leeboy		Own
Dump Trailer	Rogers		Own
Equipment Trailer	Hammerhead		Own
10-ton Equip. Trailer (white)	Bame		Own

## Attachment "A" - Continued

Challenger 50-ton Lowboy	Witzco		Own
Dump Trailer	Hard		Own
Car Hauler, w/ equip. hauler	MAXXD		Own
DT8314 Equipment Trailer	Load Trail		Own
Transport Trailer	Trail King		Own
F-450 Super Duty Truck	Ford	2003	Own
3500 Crewcab Truck	Chevrolet	2006	Own
3500 Crewcab Truck	Chevrolet	2006	Own
F-450 Super duty crew cab	Ford	2008	Own
F-150 Pickup Truck	Ford	2010	Own
F-450 Xtra Cab Pickup Truck	Ford	2012	Own
F-350 Crew Cab Truck	Ford	2013	Own
F-350 Crew Cab Truck	Ford	2013	Own
F-150 super cab Pickup Truck	Ford	2014	Own
F-350 super duty Truck	Ford	2016	Own
Ram 1500 crew cab, silver	Dodge	2016	Own
Ram 1500 crew cab, silver	Dodge	2016	Own
Ram 3500 crew cab, white	Dodge	2016	Own
F-150, silver, 2wd	Ford	2016	Own
Sierra, White, crew cab	GMC	2017	Own
Silverado, White, crew cab	Chevy	2018	Own
Silverado, White, Crew Cab	Chevy	2018	Own