

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

p 49

SEALED RFB ENVELOPE LABEL

p 50

Check (V)

ATTACHMENT 1: Insurance Requirements and Acknowledgement (page 55 acknowledgement to be submitted)	<input checked="" type="checkbox"/>
ATTACHMENT 2: Excel Tabulation Price Sheet (must complete and Submit in excel format on USB DRIVE). DO NOT RECREATE THIS FORM.	<input checked="" type="checkbox"/>
ATTACHMENT 3: Bid Form	<input checked="" type="checkbox"/>
ATTACHMENT 4: Statement of Organization	<input checked="" type="checkbox"/>
ATTACHMENT 5: Addenda and Bond Form	<input checked="" type="checkbox"/>
ATTACHMENT 6: Equipment and Source of Supply/Subcontractor List	<input checked="" type="checkbox"/>
ATTACHMENT 7: Qualifications and References	<input checked="" type="checkbox"/>
ATTACHMENT 8: Non-Collusive Affidavit	<input checked="" type="checkbox"/>
ATTACHMENT 9: Conflict of Interest	<input checked="" type="checkbox"/>
ATTACHMENT 10: Public Entity Crime Information	<input checked="" type="checkbox"/>
ATTACHMENT 11: Drug-Free Workplace Form	<input checked="" type="checkbox"/>
ATTACHMENT 12: Affidavit Claiming Status as a Local Business or North Port Local Business Status (If not claiming, state N/A)	N/A
ATTACHMENT 13: Sworn Statement: The Florida Trench Safety Act	<input checked="" type="checkbox"/>
ATTACHMENT 14: Scrutinized Company Certification Form	<input checked="" type="checkbox"/>
ATTACHMENT 15: Lobbying Certification	<input checked="" type="checkbox"/>
ATTACHMENT 16: Vendor's Certification For E-Verify System	<input checked="" type="checkbox"/>
ATTACHMENT 17: Exempt Documents Request and Acknowledgement (EDRA) Form	<input checked="" type="checkbox"/>
ATTACHMENT 18: Bid Bond (Must use this form and attach with Bid submittal)	<input checked="" type="checkbox"/>
ATTACHMENT 19: Performance and Payment Bond (AWARDED VENDOR MUST USE THIS FORM)	<input checked="" type="checkbox"/>
"SAMPLE" RFB CONTRACT – SUBJECT TO CHANGE	AWARDED VENDOR DO NOT SUBMIT

ENVELOPES 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: 5/14/24

Signed (Person authorized to bind the company): 

Name (printed): Matthew Price Title: Manager

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

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 \$6,000,000
- Each Occurrence \$3,000,000
- products and completed ops \$6,000,000
- damage to rented premises \$100,000
- fire damage \$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) (Each 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. 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

- a. Coverage pursuant to Florida Statutes, Chapter 440 must apply to all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 for each accident; \$1,000,000 for each employee; and \$1,000,000 policy limit for bodily injury or disease. 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.
5. **Builder's Risk Insurance for the Course of Construction or Installation Floater Insurance.** The policy must include the "All Risk" (Special Perils) coverage with limits equal to the completed value of the project; and must not include coinsurance penalty provisions.

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 policies 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.

- 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 Matthew Price **TITLE** Manager

AUTHORIZED SIGNATURE DATE  **DATE** 5/9/2024

THIS PAGE MUST BE COMPLETED AND SUBMITTED

SUMMARY

CONCRETE	<u>\$2,195,427.00</u>
MASONRY	<u>\$66,703.00</u>
METALS	<u>\$2,153,466.00</u>
WOODS, PLASTICS & COMPOSITES	<u>\$270,883.00</u>
THERMAL & MOISTURE PROTECTION SYSTEM	<u>\$2,171,671.00</u>
OPENINGS	<u>\$1,315,690.00</u>
FINISHES	<u>\$2,153,354.00</u>
SPECIALTIES	<u>\$308,968.00</u>
EQUIPMENT	<u>\$0.00</u>
FURNISHINGS	<u>\$291,883.00</u>
SPECIAL CONSTRUCTION	<u>\$0.00</u>
CONVEYING EQUIPMENT	<u>\$0.00</u>
FIRE SUPPRESSION	<u>\$271,857.00</u>
PLUMBING	<u>\$707,500.00</u>
HVAC	<u>\$1,645,145.00</u>
ELECTRICAL	<u>\$6,924,827.00</u>
COMMUNICATIONS	<u>\$48,546.00</u>
ELECTRONIC SAFETY AND SECURITY	<u>\$0.00</u>
GENERAL SITEWORK	<u>\$1,082,488.00</u>
EARTHWORK	<u>\$1,419,091.00</u>
PAVING	<u>\$2,375,150.00</u>
DRAINAGE	<u>\$1,866,347.00</u>
POTABLE WATER	<u>\$391,229.00</u>
SANITARY SEWER	<u>\$485,539.00</u>
IRRIGATION	<u>\$324,668.00</u>
LANDSCAPE	<u>\$473,940.00</u>
Total Project Cost	<u>\$28,944,372.00</u>



This is a **LUMP SUM** contract.

Contractors must complete this bid proposal form for the total site work to be completed (quantity, unit costs, and total costs). Contractors may fill in any additional items that might not be included as part of this bid proposal form. The principal items of work shown herein are approximate only and are furnished solely for the purpose of showing the approximate scope of work to be performed. The contractor shall examine the site of the work and shall inform himself fully in regard to all conditions pertaining to the place where work is done. The contractor shall perform his own quantity take-off and shall submit his bid showing the items of all work, unit prices and lump sum price for all work called for in the plans, specifications and contract documents based on his assessment of the work to be performed. No claim shall be made against Stantec, nor the owner for any errors or omissions in the contractor's items of work and quantities, and the unit prices shall only be used as a basis of payment for items specifically added or deleted upon change order approved by owner and Stantec and as a basis for computing partial pay estimates when called for in the contract.

Contractor's Name: Seagate Development Group

Address:

Matt Price

9921 Interstate Commerce Dr

By: [Signature]

Fort Myers, FL 33913

(signature)

Title: CEO

Telephone No. 239-738-7900

**ATTACHMENT 3:
BID FORM**

Name of Bidder: Seagate Development Group, LLC

Business Address: 9921 Interstate Commerce Drive, Fort Myers, FL 33913

Telephone Number: 239-738-7900 Fax Number: N/A

E-mail Address: commercialestimating@seagatedevelopmentgroup.com

Contractor License #: CGC1526166

FEID #: 47-2499128

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, Insurance Requirements, Bid Form, Permit Fees, Plan Revisions, Plans, grants, geotechnical reports and any other documentation for: **RFB No. 2024-15 North Port Utilities Administration Building** and further agrees to furnish all items listed on the attached Bid Form in accordance with the Lump Sum line items as indicated on the bid schedule form 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:

TOTAL BID PRICE: Twenty-Eight million Nine Hundred
Forty Four Thousand Three Hundred and Seventy Two \$28,944,372.00
(TYPE/PRINT) (NUMERIC)

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: 5/14/24

Signed (Person authorized to bind the company): 

Name (printed): Matthew Price Title: Manager

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 Seagate Development Group, LLC
239-738-7900 commercialestimating@seagatedevelopmentgroup.com N/A

Telephone #	E-Mail	Fax #
<u>9921 Interstate Commerce Drive</u>		

Main Office Address		
<u>Fort Myers</u>	<u>Florida</u>	<u>33913</u>

City	State	Zip Code
Address of Office Servicing City of North Port, if different than above: <input checked="" type="checkbox"/> SAME AS ABOVE		

Office Address

City	State	Zip Code
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Telephone #	E-mail	Fax #
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Name & Title of Firm Representative

Federal Identification Number: 47-2499128

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

(Please

Check One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,

In what state was it created:

Name as spelled in that State: Seagate Development Group, LLC

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.: L14000172518

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: N/A Secretary: N/A

Vice President: N/A Treasurer: N/A

Director: N/A Director: N/A

William Price - Manager

Matthew Price - Manager

Other: James Nulf - Manager Other:

Name of Corporation (As used in Florida):

Seagate Development Group, LLC

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

Corporate Address:

Post Office Box: N/A
City, State Zip: N/A
Street Address: 9921 Interstate Commerce Drive
City, State, Zip: Fort Myers, FL 33913

Date: 5/10/24

Signed (Person authorized to bind the company): 

Name (printed): Matthew Price Title: Manager

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**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.

				#		Dated			
Addendum No.	1	Dated	3/22/2024	Addendum No.	8	Dated	4/11/2024	15	4/12/2024
Addendum No.	2	Dated	4/2/2024	Addendum No.	9	Dated	4/11/2024	16	4/12/2024
Addendum No.	3	Dated	4/2/2024	Addendum No.	10	Dated	4/12/2024	17	4/19/2024
Addendum No.	4	Dated	4/11/2024	Addendum No.	11	Dated	4/12/2024	18	4/26/2024
Addendum No.	5	Dated	4/11/2024	Addendum No.	12	Dated	4/12/2024	19	5/3/2024
Addendum No.	6	Dated	4/11/2024	Addendum No.	13	Dated	4/12/2024	20	5/8/2024
Addendum No.	7	Dated	4/11/2024	Addendum No.	14	Dated	4/12/2024	21	5/8/2024

BID BOND AND PERFORMANCE/PAYMENT BOND (SEE ATTACHMENTS 18 & 19)

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: 5-14-24

Signed (Person authorized to bind the company): 

Name (printed): Matthew Price Title: Manager

THIS PAGE MUST BE COMPLETED AND SUBMITTED

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

Equipment is located at: N/A

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	Manufacturer	Year	Condition	Leased/Owned
1. <u> N/A </u>				
2. <u> N/A </u>				
3. <u> N/A </u>				

SOURCE OF SUPPLY AND SUBCONTRACTOR FORM

The following sources of supply and subcontractors shall be used for the **RFB NO. 2024-15 NORTH PORT UTILITIES ADMINISTRATION BUILDING**. 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. To be determined
2. To be determined
3. To be determined

SUPPLIER(S)

1. To be determined
2. To be determined
3. To be determined

Date: 5/9/2024

Signed (Person authorized to bind the company): 

Name (printed): Matthew Price Title: Manager

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 7:

QUALIFICATIONS AND REFERENCES

QUALIFICATIONS/REFERENCES: Contractor shall submit a minimum of three (3) recent (**within the past five (5) years**) references of projects of similar size and scope.

- Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date.

The Contractor/Subcontractor qualification requirements include the following criteria:

- Successful completion of building projects including all earth and underground work required for a complete project.

1. Business/Customer Name: Casa Napoli

Name of Contact Person/Title: Dr. John Berlie

Telephone# 239-290-2020 Fax _____ E-mail _____

Address 16995 Domestic Ave., Fort Myers, FL 33912

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided Design Build, 45,000SF Tilt Wall Flex Industrial

Contract Period: FROM September 2022 TO June 2024

Contract Price \$ 5,915,408.00 Contract Price at Completion of the Project \$ 5,915,408.00

2. Business/Customer Name: White Cap Supply

Name of Contact Person/Title: Mikel Valet

Telephone# 239-633-9773 Fax _____ E-mail _____

Address 16542 Oriole Road, Fort Myers, FL 33912

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided Design Build, 40,000SF Warehouse & Showroom

Contract Period: FROM April 2021 TO January 2022

Contract Price \$ 4,695,423.00 Contract Price at Completion of the Project \$ 4,695,423.00

Date: 5/9/2024

Signed (Person authorized to bind the company): 

Name (printed): Matthew Price Title: Manager

THIS PAGE MUST BE COMPLETED AND SUBMITTED

3. Business/Customer Name: California Closets

Name of Contact Person/Title: Bo Henderson

Telephone# 239-823-7058 Fax _____ E-mail _____

Address 8961 Alico Trade Center Road, Fort Myers, FL 33912

Contract Period: FROM November 2022 TO April 2024

Contract Price \$ 5,710,070.00 Contract Price at Completion of the Project \$ 5,710,070.00

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided Design Build, 40,000SF Warehouse, Showroom, & Office

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

4. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Date: 5/9/2024

Signed (Person authorized to bind the company): 

Name (printed): Matthew Price Title: Manager

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 8:
NON-COLLUSIVE AFFIDAVIT**

State of Florida

County of Lee

Before me, the undersigned authority, personally appeared:

Matthew Price who, being first duly sworn, deposes and says that:

1. He/She is the Manager (Owner, Partner, Officer, Representative or Agent) of Seagate Development Group, LLC, 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 9th day of May, 2024.

By: Matthew Price (Printed Name)
Manager (Title)

STATE OF FLORIDA

COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of x physical presence or ___ online notarization, this 9th day of May 2024, by Matthew Price

Allyson Jonsson
Notary Public – State of Florida

Personally Known x OR Produced Identification _____

Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED



Allyson Jonsson
Notary Public
State of Florida
Comm# HH026831
Expires 8/29/2024

**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: 5/9/2024

Signed (Person authorized to bind the company): 

Name (printed): Matthew Price Title: Manager

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, Matthew Price, being an authorized representative of the Respondent _____,

Located at: 9921 Interstate Commerce Drive

City: Fort Myers State: Florida Zip Code: 33913, 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: 5/9/2024

Telephone #: 239-738-7900 Fax #: N/A

Federal ID #: 47-2499128 E-mail: mprice@seagatedevelopmentgroup.com

State of Florida

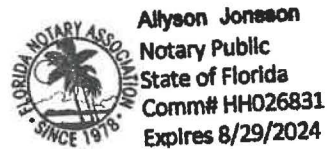
County of Lee

STATE OF FLORIDA

COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 9th day of May 2024, by Matthew Price.

Allyson Jonsson
Notary Public – State of Florida



Personally Known OR Produced Identification _____
Type of Identification Produced _____

Date: 5/9/2024

Signed (Person authorized to bind the company): _____

Name (printed): Matthew Price Title: Manager

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: Seagate Development Group, LLC (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
 Matthew Price

Print Name
 5/9/2024

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 13:
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. 2023-33 for the construction of Traffic Signals at Price Boulevard and Entrances to North Port High School and Heron Creek Middle School.
2. This Sworn Statement is submitted by Seagate Development Group, LLC whose business address is 9921 Interstate Commerce Drive, Ft. Myers, FL 33913 and (if applicable) its Federal Employer Identification Number (FEIN) is 47-2499128.
3. My name is Matthew Price
(PRINTED OR TYPED NAME OF INDIVIDUAL SIGNING) and hold the position of Manager 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 \$ 5.00 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: Trench Box
7. The undersigned has appropriated \$ 10.00 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.

Sworn to and subscribed before me
this 5/19/2024
(date)

My Commission Expires: 8/29/2024


Authorized Signature/Title



Notary Public Signature

Notary Public
State of Florida
Comm# HH026831
Expires 8/29/2024

(Notary Seal)

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 14:

Scrutinized Company Certification Form

Company Name: Seagate Development Group, LLC

Authorized Representative Name and Title: Matthew Price - Manager

Address: 9921 Interstate Commerce Dr. City: Fort Myers State: Florida ZIP: 33913

Phone Number: 239-247-2406 Email Address: mprice@seagatedevelopmentgroup.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: Matthew Price - Manager

Date Certified: 5/9/2024

Solicitation/Contract/PO Number (Completed by Purchasing): _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED)

**ATTACHMENT 15:
LOBBYING CERTIFICATION**

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

STATE OF Florida
COUNTY OF Lee

This 9th day May of 2024 Matthew Price, being first duly sworn, deposes and says that he or she is the authorized representative of Seagate Development Group, LLC (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 9th day of May, 2024.

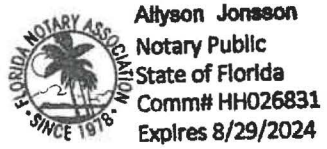
By: [Signature]
Matthew Price
(Printed Name)
Manager
(Title)

STATE OF FLORIDA
COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of X physical presence or online notarization, this 9th day of May 2024, by Matthew Price.

[Signature]
Notary Public – State of Florida

Personally Known X OR Produced Identification
Type of Identification Produced



THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 16:
VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM**

The undersigned Vendor/Consultant/Contractor (Vendor), certifies 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 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.
7. Vendor understands that pursuant to Florida Statutes, section 448.095, the submission of a false certification may result in the termination of the contract if one is entered into and may subject the Vendor named in this certification to civil penalties, attorney's fees and costs.

VENDOR: Seagate Development Group, LLC (Vendor's Company Name)

Certified By: 
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Matthew Price - Manager

Date Certified: 5/9/2024

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 17:
EXEMPT DOCUMENTS REQUEST AND ACKNOWLEDGEMENT (EDRA) FORM**

This Exempt Documents Request and Acknowledgement (“EDRA”) form is sworn to and submitted by the undersigned individual (“Requestor”), personally and on behalf of the below-named entity (“Bidder”), requesting the City of North Port, Florida, a municipal corporation of the State of Florida (“City”), to release to Requestor on behalf of Bidder certain documents exempt from public disclosure as provided by Florida Statutes section 119.071(3), in connection with the following City Solicitation: RFB No. 2024-15 North Port Utilities Administration Building, opening on April 16, 2024. (“Exempt Documents” as further defined in the Bid Documents).

The Requestor must fully complete, sign, and return this form to purchasing@northportfl.gov before the City will consider releasing any Exempt Documents to Requestor. The City will review completed, signed forms on a first-come-first-served basis, subject to staff availability. EDRA forms received less than five business days before Bid Opening will not be reviewed. The Requestor and the Bidder understand and acknowledge that submission of this form in no way guarantees or requires the City to provide the Requestor or the Bidder access to the Exempt Documents.

1. Bidder’s Information:

Entity’s Full Legal Name: Seagate Development Group, LLC

Entity’s Business Physical Address: 9921 Interstate Commerce Drive

Fort Myers, FL 33913

Entity’s Business Mailing Address: 9921 Interstate Commerce Drive

Fort Myers, FL 33913

Entity’s Federal Identification Number (if applicable): 47-2499128

Contact Name: Matthew Price

Contact Phone Number: 239-738-7900

Contact Email: mprice@seagatedevelopmentgroup.com

2. Requestor’s Information:

Full Legal Name: Phil Sheets

Title (in relation to Bidder): Employee

Phone: 239-738-7900

Email: psheets@seagatedevelopmentgroup.com

Requestor is a: (Check all that apply and submit a copy of applicable license(s) with this form):

- Florida Licensed Architect
- Florida Licensed Engineer
- Florida Licensed Contractor
- Not Applicable

who is performing work related to a City-owned and/or City-operated building and/or structure.

(Please note that you must hold one of the above Florida licenses to receive documents exempt under Florida Statutes section 119.071(3)(b)).

3. **Exempt Documents Requested:** (Please specify which Exempt Documents are being requested by referencing the titles and labels used in the solicitation):

Attachments 1C North Port Architectural and Lighting; 1D North Port Electrical; 1E North Port Fire Protection; 1F North Port Industrial; 1G North Mechanical; 1H North Port Plumbing and 1I North Port Structural

4. **Reason for the Request/Intended Use:** Necessary for RFB

5. **REQUESTOR'S SWORN ACKNOWLEDGEMENT AND CERTIFICATION FOR BIDDER:**

I, the undersigned individual, personally and as an authorized representative of the Bidder, fully understand and acknowledge my and the Bidder's responsibilities and obligations under Florida's Public Records Law, including but not limited Florida Statutes section 119.071(3), as amended to maintain the exempt and/or confidential status of all Exempt Document received and that a knowing violation of Florida Public Records Law constitutes a first-degree misdemeanor, punishable by possible criminal penalties of one year in prison, a \$1,000 fine, or both. Further, I the undersigned individual, personally and as an authorized representative of the Bidder, fully understand and acknowledge my and the Bidder's liabilities, responsibilities, and obligations, generally, and specifically regarding any received Exempt Documents, as detailed in the Bid Documents.

STATE OF FL
COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 19 day of February 2024 by Matt Price (name), as CEO (title) for Seagate Development Group (entity).

Angela Trotta
Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____



EXHIBIT TO EDRA ATTACHMENT**Florida Statutes Section 119.071(3) (2023) provides in pertinent part:**

119.071 General exemptions from inspection or copying of public records.

(3) SECURITY AND FIRESAFETY.—

- (a) 1. As used in this paragraph, the term “security or firesafety system plan” includes all:
- a. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security or firesafety of the facility or revealing security or firesafety systems;
 - b. Threat assessments conducted by any agency or any private entity;
 - c. Threat response plans;
 - d. Emergency evacuation plans;
 - e. Sheltering arrangements; or
 - f. Manuals for security or firesafety personnel, emergency equipment, or security or firesafety training.
2. A security or firesafety system plan or portion thereof for:
- a. Any property owned by or leased to the state or any of its political subdivisions; or
 - b. Any privately owned or leased property held by an agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption is remedial in nature, and it is the intent of the Legislature that this exemption apply to security or firesafety system plans held by an agency before, on, or after the effective date of this paragraph. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2023, unless reviewed and saved from repeal through reenactment by the Legislature.
3. Information made confidential and exempt by this paragraph may be disclosed:
- a. To the property owner or leaseholder;
 - b. In furtherance of the official duties and responsibilities of the agency holding the information;
 - c. To another local, state, or federal agency in furtherance of that agency’s official duties and responsibilities; or
 - d. Upon a showing of good cause before a court of competent jurisdiction.
- (b) 1. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.
2. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act.
3. Information made exempt by this paragraph may be disclosed:
- a. To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;
 - b. To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or
 - c. Upon a showing of good cause before a court of competent jurisdiction.
4. The entities or persons receiving such information shall maintain the exempt status of the information.

FOR CITY USE ONLY

City Representative Authorizing Distribution:

Printed Name: _____

Title: _____

Signature: _____

Signature Date: _____

Exempt Documents Provided: _____

Date Exempt Documents Provided: _____

Method of Delivery: _____

Notes: _____

**ATTACHMENT 18:
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 Seagate Development Group, LLC, authorized by law to do business as a General Contractor in the State of Florida, as Principal, and Harco National Insurance Company, a Corporation chartered and existing under the laws of the State of Illinois, as Surety, with its principal offices in the City of Raleigh, NC, 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 April 16, 2024, for **(NORTH PORT UTILITIES ADMINISTRATION BUILDING, RFB 2024-15)**.

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 April 16, 2024, 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: Seagate Development Group, LLC (SEAL)
(By) _____ (Principal)

Witness as to Surety: Harco National Insurance Company (SEAL)
Michele Hardesty, Witness as to Surety
Printed Name
(Surety's Name)
Gregory J. Risnychok
(By As Attorney-in-Fact, Surety)
Gregory J. Risnychok, Attorney-in-Fact

Affix Corporate Seals and attach proper Power of Attorney for Surety.
THIS PAGE MUST BE COMPLETED AND SUBMITTED

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # SDG1136

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

GREGORY J. RISNYCHOK, LAUREN WHITNEY BRUZEK

King of Prussia, PA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 16, 2024

Irene Martins, Assistant Secretary



The Harco National Insurance Company a corporation organized and existing under the laws of the State of Illinois, hereby guarantees the proposal of Seagate Development Group, LLC

to City of North Port

for North Port Utilities Administration Building, RFB 2024-15

and further guarantees that if the contract is awarded to the said

Seagate Development Group, LLC

that the said Seagate Development Group, LLC


will execute said contract within the period of time required after its delivery for that purpose;

and further guarantees that if the contract is so awarded to the said

Seagate Development Group, LLC

that it will become surety on bond guaranteeing the faithful performance of said contract.

In Witness Whereof, the said Harco National Insurance Company has caused this agreement to be signed by proper officers and its corporate seal to be hereunto affixed, this 16th day of April, 20 24

Harco National Insurance Company
By: 
Gregory J. Risnychok, Attorney-in-Fact

Bond No. SDG1136

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # SDG1136

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

GREGORY J. RISNYCHOK, LAUREN WHITNEY BRUZEK

King of Prussia, PA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 16, 2024

Irene Martins, Assistant Secretary

HARCO NATIONAL INSURANCE COMPANY
1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS
AT DECEMBER 31, 2022

ASSETS

Bonds (Amortized Value)	\$102,874,915
Stocks (Preferred Stocks)	4,295,218
Stocks (Common Stocks)	814,084,691
Cash, Bank Deposits & Short-Term Investments	60,471,579
Other Invested Assets	8,819,426
Unpaid Premiums & Assumed Balances	137,085,120
Deferred Premiums, Agents Balances & Installments booked	13,474,014
Reinsurance Recoverable from Reinsurers	199,602,884
Reinsurance - Funds Held by or deposited with reinsured companies ..	11,122,630
Current Federal & Foreign Income Tax Recoverable & Interest	970,150
Investment Income Due and Accrued	1,568,572
Receivables from Parent Subsidiaries & Affiliates	14,533,189
Other Assets	1,834,611
TOTAL ASSETS	<u>\$1,370,736,999</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$193,234,836
Reinsurance payable on paid losses & loss adjustment expense	19,375,741
Loss Adjustment Expenses	41,894,027
Commissions Payable, Contingent Commissions & Other Similar Charges	6,862,698
Other Expenses (Excluding Taxes, Licenses and Fees)	55,455
Taxes, Licenses & Fees (Excluding Federal Income Tax)	2,087,610
Current federal and foreign income taxes	0
Net Deferred Tax Liability	5,825,659
Unearned Premiums	145,821,961
Advance Premium	570,389
Ceded Reinsurance Premiums Payable	143,069,103
Funds held by Company under reinsurance treaties	14,995,636
Amounts Withheld by Company for Account of Others	50,882,329
Payable to Parent Subsidiaries & Affiliates	4,127,577
Other Liabilities	5,058,571
TOTAL LIABILITIES	<u>\$633,861,592</u>
Common Capital Stock	\$3,500,004
Gross Paid-in & Contributed Surplus	670,781,834
Unassigned Funds (Surplus)	62,593,569
Surplus as Regards Policyholders	<u>\$736,875,407</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$1,370,736,999</u>

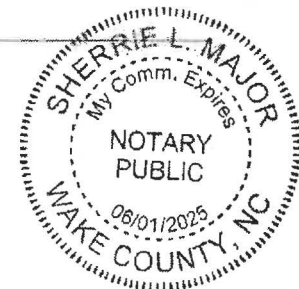
I, John Mruk, Treasurer of HARCO NATIONAL INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2022, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 21st day of March, 2023.
HARCO NATIONAL INSURANCE COMPANY

J. M. Mruk

SIGNED AND SWORN to before me on this 21st day of March, 2023.

Sherrie L. Major
NOTARY PUBLIC, STATE OF North Carolina



State of Florida

Department of State

I certify from the records of this office that HARCO NATIONAL INSURANCE COMPANY is an Illinois corporation authorized to transact business in the State of Florida, qualified on May 19, 1958.

The document number of this corporation is 812794.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on May 1, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of August,
2019*



Laundrea
Secretary of State

Tracking Number: 2760207576CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>