

## ATTACHMENT A- BIDDER CHECKLIST

**BIDDER:** submit one (1) original hard copy labeled "ORIGINAL", one labeled "COPY", and a digital version on a USB flash drive. The bid schedule should be in excel format, while all other documents should be in PDF format.

### ATTACHMENTS: A THROUGH I

ATTACHMENT A: Bidder checklist

ATTACHMENT B: Sealed Bid Label (if not using the provided label on the next page, please make sure all information is provided on envelope as label).

ATTACHMENT C: Bid Schedule (Excel format, separate document) – DO NOT RECREATE SPREADSHEET

- Must complete the entire schedule, print original, copy, and save on USB drive in excel format.

ATTACHMENT D: Bid Form

ATTACHMENT E: Statement of Organization

ATTACHMENT F: Addenda Acknowledgement and Bid Bond Terms

ATTACHMENT G: City Bid Bond Form (DO NOT RECREATE AND ONLY USE THIS FORM)

ATTACHMENT H: Equipment and Source of Supply/Subcontractor List

ATTACHMENT I: Qualifications and Experience Form

### ATTACHMENTS: 1.1, 2.2 AND 5 THROUGH 14

ATTACHMENT 1.1: Insurance – Bidder to acknowledge by initialing the bottom of page.

ATTACHMENT 2.2: Construction Indemnification

ATTACHMENT 5: Certification Regarding Lobbying

ATTACHMENT 6: Non-Collusive Affidavit

ATTACHMENT 7: Conflict of Interest Form

ATTACHMENT 8: Public Entity Crime Information Form

ATTACHMENT 9: Drug-Free Workplace Form

ATTACHMENT 10: The Florida trench Safety Act

ATTACHMENT 11: Scrutinized company Certification Form

ATTACHMENT 12: Vendor's Certification For E-Verify System

ATTACHMENT 13: Human Trafficking Affidavit

ATTACHMENT 14: Affidavit of Compliance Foreign Entity

- ATTACHMENT 15: Certification by Bidder – Executive Order 11246
- ATTACHMENT 16: Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions
- ATTACHMENT 17: Certifications and Representations
- ATTACHMENT 18: Acknowledgement of Terms, Conditions, And Grant Clauses
- ATTACHMENT 19: Federal Non Collusion
- ATTACHMENT 20: Federal Funding Accountability and Transparency Act
- ATTACHMENT 21: Executive Compensation Form
- ATTACHMENT 22: Contract Changes
- ATTACHMENT 23: Sanctions and Penalties
- ATTACHMENT 24: Performance and Payment Bond Terms - Bidder to acknowledge by initialing the bottom of page.
- ATTACHMENT 25: Payment and Performance Bond Form – AWARDED VENDOR MUST USE THIS FORM. DO NOT NEED TO SUBMIT WITH BID. ***THIS PAGE MUST BE COMPLETED AND SUBMITTED***

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

**BID SHEET**  
**CITY OF NORTH PORT RFB NO. 2020-39 2019 LIFT STATION REHABILITATION PROJECT**

**RFB 2025-42 DIESEL BYPASS PUMPS PROJECT BID FORM**

| ITEM                              | DESCRIPTION                             | EST.<br>QTY. | UNIT | UNIT PRICE      | EXTENDED PRICE        |
|-----------------------------------|---|--------------|------|-----------------|-----------------------|
| <b>DIESEL BYPASS PUMPS</b>        |   |              |      |                 |                       |
| <b>1</b>                          | <b>Lift Station #23</b>                 |              |      | <b>SUBTOTAL</b> | <b>\$149,760.00</b>   |
|                                   | a. Furnish diesel bypass pump           | 1            | LS   | \$87,418        | \$87,418.00           |
|                                   | b. Installation of bypass pump complete | 1            | LS   | \$62,342        | \$62,342.00           |
| <b>2</b>                          | <b>Lift Station #25</b>                 |              |      | <b>SUBTOTAL</b> | <b>\$147,647.00</b>   |
|                                   | a. Furnish diesel bypass pump           | 1            | LS   | \$108,617       | \$108,617.00          |
|                                   | b. Installation of bypass pump complete | 1            | LS   | \$39,030        | \$39,030.00           |
| <b>3</b>                          | <b>Lift Station #30</b>                 |              |      | <b>SUBTOTAL</b> | <b>\$144,010.00</b>   |
|                                   | a. Furnish diesel bypass pump           | 1            | LS   | \$87,418        | \$87,418.00           |
|                                   | b. Installation of bypass pump complete | 1            | LS   | \$56,592        | \$56,592.00           |
| <b>4</b>                          | <b>Lift Station #37</b>                 |              |      | <b>SUBTOTAL</b> | <b>\$127,570.00</b>   |
|                                   | a. Furnish diesel bypass pump           | 1            | LS   | \$87,418        | \$87,418.00           |
|                                   | b. Installation of bypass pump complete | 1            | LS   | \$40,152        | \$40,152.00           |
| <b>5</b>                          | <b>Lift Station #38</b>                 |              |      | <b>SUBTOTAL</b> | <b>\$133,673.00</b>   |
|                                   | a. Furnish diesel bypass pump           | 1            | LS   | \$87,418        | \$87,418.00           |
|                                   | b. Installation of bypass pump complete | 1            | LS   | \$46,255        | \$46,255.00           |
| <b>6</b>                          | <b>Lift Station #39</b>                 |              |      | <b>SUBTOTAL</b> | <b>\$128,577.00</b>   |
|                                   | a. Furnish diesel bypass pump           | 1            | LS   | \$87,418        | \$87,418.00           |
|                                   | b. Installation of bypass pump complete | 1            | LS   | \$41,159        | \$41,159.00           |
| <b>7</b>                          | <b>Lift Station #43</b>                 |              |      | <b>SUBTOTAL</b> | <b>\$134,799.00</b>   |
|                                   | a. Furnish diesel bypass pump           | 1            | LS   | \$87,418        | \$87,418.00           |
|                                   | b. Installation of bypass pump complete | 1            | LS   | \$47,381        | \$47,381.00           |
| <b>8</b>                          | <b>Lift Station #63</b>                 |              |      | <b>SUBTOTAL</b> | <b>\$164,042.00</b>   |
|                                   | a. Furnish diesel bypass pump           | 1            | LS   | \$108,617       | \$108,617.00          |
|                                   | b. Installation of bypass pump complete | 1            | LS   | \$55,425        | \$55,425.00           |
| <b>GRAND TOTAL:</b>               |   |              |      |                 | <b>\$1,130,078.00</b> |
| <b>Spectrum Underground, Inc.</b> |   |              |      |                 |                       |

Date: December 4, 2025

Signed (Person authorized to bind the company):



Name (printed):

H. R. Sunquist Jr., President

**ATTACHMENT D:  
BID FORM**

Company Name: Spectrum Underground, Inc.

Business Address: 5802 Bee Ridge Rd. Suite 101 Sarasota, FL 34233

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 Addend, Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Bid Form, City Forms, Contract Drawings and or Plans, Attachments and Exhibits to this solicitation, Insurance Requirements, Permit Fees, Plan Revisions, Plans, and any other reports or documentation for: **RFB NO. 2025-42 LIFT STATION DIESEL BYPASS PUMPS COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY'S REBUILD FLORIDA INFRASTRUCTURE REPAIR PROGRAM)**

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:**

One million one hundred thirty thousand seventy-eight \$ 1,130,078.00

**PRINT**

**NUMERICAL**

Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than **ONE HUNDRED TWENTY (120) DAYS** from the date of the official bid opening.

Date: 12/4/2025

Signed (Person authorized to bind the company): 

Name (printed): Harlan Sunquist Jr. Title: President

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**ATTACHMENT E:**

**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 #                                      E-Mail                                      Fax #

5802 Bee Ridge Road, Suite 101

Main Office Address  
Sarasota                                      Florida                                      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.

(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: \_\_\_\_\_

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.: P95000087090

Does it use a registered fictitious name:                       Yes                      or                       No

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**Names of Officers:**

**President:** H.R. Sunquist, Jr. **Secretary:** Patricia Sunquist

**Vice President:** H.R. Sunquist, Sr. **Treasurer:** Patricia Sunquist

**Director:** \_\_\_\_\_ **Director:** \_\_\_\_\_

**Other:** Sophia Sunquist, Vice President **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:**

Post Office Box: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Street Address: 5802 Bee Ridge Road, Suite 101

City, State, Zip: Sarasota, FL 34233

Date: December 4, 2025

Signed (Person authorized to bind the company): Patricia Sunquist

Name (printed): Patricia Sunquist Title: Secretary/Treasurer

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**ATTACHMENT F:**

**ADDENDA ACKNOWLEDGEMENT**

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

| Addendum No. |          | Dated |  | Addendum No. |  | Dated |  |
|--------------|----------|-------|--|--------------|--|-------|--|
| Addendum No. | # 1 - 11 | Dated |  | Addendum No. |  | Dated |  |
| Addendum No. |          | Dated |  | Addendum No. |  | Dated |  |
| Addendum No. |          | Dated |  | Addendum No. |  | Dated |  |

**BID BOND TERMS**  
 (SEE FORM NEXT PAGE)


**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: 12/4/2025

Signed (Person authorized to bind the company): 

Name (printed): Harlan Sunquist Jr Title: President

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**ATTACHMENT G**

**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 11/13/25, for **2025-42 LIFT STATION DIESEL BYPASS PUMPS COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY'S REBUILD FLORIDA INFRASTRUCTURE REPAIR PROGRAM)**

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 11/13/25, 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:

Patricia Sunquist  
(By) PATRICIA SUNQUIST,  
SECRETARY/TREASURER

Spectrum Underground, Inc. (SEAL)  
(Principal)

Witness as to Surety:

Carol McManus  
Carol McManus

H. R. Sunquist, Jr.  
Printed Name H. R. SUNQUIST, JR., PRESIDENT  
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

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

Phone (941) 366-8424

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**



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 ss
County of MONTGOMERY

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 13th day of November, 2025.



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 H  
 EQUIPMENT LIST, SOURCE OF SUPPLY AND SUBCONTRACTORS**

**EQUIPMENT**

Equipment is located at: 3900 N Orange 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     | Manufacturer | Year  | Condition | Leased/Owned |
|-----------------|--------------|-------|-----------|--------------|
| 1. Wheel Loader | Caterpillar  | 2024  | 1         | Owned        |
| 2. Excavator    | Caterpillar  | 2023  | 1         | Owned        |
| 3. _____        | _____        | _____ | _____     | _____        |

**SOURCE OF SUPPLY AND SUBCONTRACTOR FORM**

The following sources of supply and subcontractors shall be used for the **2025-42 LIFT STATION DIESEL BYPASS PUMPS COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY'S REBUILD FLORIDA INFRASTRUCTURE REPAIR PROGRAM)**

. 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)**

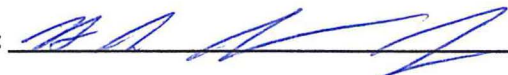
**(PLEASE INCLUDE ADDRESS/TELEPHONE NUMBER & E-MAIL)**

- Data Flow Systems 605 N John Rodes Blvd. Melbourne, FL 32934 (321) 259 - 5009 ted@dataflowsys.com
- Michael J Looney Electric 150 N Indiana Ave. Englewood, FL 34223 (941) 474 - 3104 karen@looneyelectric.com
- Levine Surveying & Mapping, LLC. PO Box 1922 Venice, FL 34284 (941) 223 - 0246 office@levinesurveying.com

**SUPPLIER(S)**

- Thompson Pump 6851 26th Ct E, Sarasota, FL 34243 (941) 755 - 3177
- Ferguson Waterworks 1601 Sarasota Center Blvd, Sarasota, FL 34240 (941) 379 - 8989
- \_\_\_\_\_

Date: 12/4/25

Signed (Person authorized to bind the company): 

Name (printed): Harlan Sunquist Jr Title: President

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

ATTACHMENT I  
QUALIFICATIONS AND REFERENCES

The Bidder (Company) shall have been in **COMMERCIAL BUSINESS WITH EXPERIENCE** Contractor shall submit a minimum of four (4) recent (within the past five (5) years) references of projects of similar size and scope involving the furnishing and installing of diesel bypass pumps at lift stations. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date.

The City reserves the right to contact references. Bidder is referred to MINIMUM QUALIFICATIONS AND REFERENCE FORM included later herein. Please provide accurate telephone and e-mail address for contact person.

1. Business/Customer Name: City of Sarasota

Name of Contact Person/Title: Georges Nicholas / Engineering Manager

Telephone# (941) 263 - 6136 E-mail georges.nicholas@sarasotaFL.gov

Address 1750 12th Street Sarasota, FL 34236

Phone Number (941) 376 - 4535

Duration of Contract or business relationship 5 months

Type of Services Provided Lift Station #59

Contract Period: FROM 11/2024 TO 3/2025

Contract Price \$ 799,942.22 Contract Price at Completion of the Project \$ 799,942.22

2. Business/Customer Name: City of Sarasota

Name of Contact Person/Title: Erik Isern / Process Engineer

Telephone# (941) 263 - 6115 E-mail emigdio.isern@sarasotaFL.gov

Address 1750 12th St., Sarasota, FL 34236

Phone Number (941) 504 - 7191

Duration of Contract or business relationship 1 year

Type of Services Provided Urban Reuse Pump Station

Date: 12/4/25

Signed (Person authorized to bind the company): 

Name (printed): Harlan Sunquist Jr Title: President

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

3. Business/Customer Name: DeAngelis Diamond

Name of Contact Person/Title: Kelly Pope / Senior Project Manager

Telephone# (239) 293 - 8360 E-mail kellyp@deangelisdiamond.com

Address 2601 Cattlemen Rd. Suite 404 Sarasota, FL 34232

Contract Period: FROM 3/2023 TO 5/2025

Contract Price \$ 8,700,032.00 Contract Price at Completion of the Project \$ 10,213,600.52

Phone Number (239) 293 - 8360

Duration of Contract or business relationship 2 years

Type of Services Provided SRQ Utility Relocation - Lift Station

~~Contract Period: FROM \_\_\_\_\_ TO \_\_\_\_\_ Duplicate~~

~~Contract Price \$ \_\_\_\_\_ Contract Price at Completion of the Project \$ \_\_\_\_\_~~

4. Business/Customer Name: City of Sarasota

Name of Contact Person/Title: Wade Cobb

Telephone# (941) 263 - 6161 Fax \_\_\_\_\_ E-mail wade.cobb@sarasotaFL.gov

Address 1750 12th St., Sarasota, FL 34236

Phone Number (941) 667 - 0240

Duration of Contract or business relationship 1 year

Type of Services Provided Lift Station #30

Contract Period: FROM 3/2024 TO 3/2025

Contract Price \$ 1,090,649.10 Contract Price at Completion of the Project \$ 1,090,649.10

Signed (Person authorized to bind the company): 

Name (printed): Harlan Sunquist Jr. Title: President

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

## Attachment 1.1

### GENERAL INSURANCE

#### A. Insurance.

(1) Before performing any work pursuant to this Contract, the Contractor must procure and maintain, during the life of this Contract, the insurance listed below against all claims of injury to persons or damage to property which may arise from or in connection with its performance of the Contract work, unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the State of Florida Department of Financial Services, and meet a minimum financial A.M. Best and Company, Inc. rating of no less than "A - Excellent: FSC VII." No changes can be made to these specifications without prior written approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with the Contractor. The insurance policies must remain in place until all of the Contractor's and subcontractor(s)' obligations and warranty periods in place pursuant to this Contract have been discharged or satisfied.

(2) The below insurance requirements 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 are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work done pursuant to this Contract by the Contractor, its agents, representatives, employees, or subcontractors. Contractor is free to purchase additional insurance as it may determine necessary. The extent of Contractor's liability for indemnity of the City must 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.

B. Workers' Compensation and Employers' Liability Insurance. 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 **\$500,000** for each accident; **\$ 500,000** each employee; and **\$ 500,000** policy limit for bodily injury or disease. Proof of insurance must be filed by the Contractor with the City within **ten (10) calendar days** after the Effective Date of this Contract.

C. Comprehensive Commercial General Liability Insurance. The Contractor must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, a comprehensive commercial general liability policy, including but not limited to bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit must apply separately to this Contract, or the general aggregate limit must be twice the required occurrence limit.

The policy must include General Liability with a limit of **\$1,000,000** for General Aggregate; **\$ 1,000,000** for each occurrence; **\$ 1,000,000** for Products and Completed Operations; **\$ 100,000** for damage to rented premises; and **\$1,000,000** for Fire Damage. Proof of insurance must be filed by the Contractor with the City within **ten (10) calendar days** after the Effective Date of this Contract.

D. Automobile Liability Insurance. The Contractor must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, automobile liability insurance to include all owned, leased, hired, and non-owned vehicles. Automobile liability insurance 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.

The policy must include liability insurance with a limit of **\$ 1,000,000** for Combined Single Limit (CSL) for each accident; **\$ 1,000,000** per person for Bodily Injury; **\$ 1,000,000** per accident for Bodily Injury; and

**\$ 1,000,000** per accident for Property Damage. Proof of such insurance must be filed by the Contractor with the City within **ten (10) calendar days** after the Effective Date of this Contract.

E. Waiver of Subrogation. All required insurance policies, except for Workers' Compensation, are to be endorsed with a Waiver of Subrogation. The insurance companies, by proper endorsement or through other means, must agree to waive all rights of subrogation against the City, its Commissioners, officers, officials, employees, volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify its 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, AGREE 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 APPLIES TO ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR WHICH THE CONTRACTOR OR ITS AGENTS MAY BE RESPONSIBLE.**


F. Policy Form.

- (1) All policies required by this Contract, except for Workers' Compensation and Professional Liability, or unless specific approval is given by Risk Management through the City's Purchasing Division, are to be written on an occurrence basis, and must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Contract. Claims Made Policies may be accepted for professional liability, hazardous materials and such other risks as are authorized by the City's Purchasing Division. All Claims Made Policies contributing to the satisfaction of the insurance requirements must have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Contractor must 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.
- (2) Insurance requirements itemized in this Contract, and required of the Contractor, must be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to its subcontractors.
- (3) Each insurance policy required by this Contract must:
  - (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 must 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's Purchasing Division of any occurrence by written notice via certified mail, return receipt requested.
- (4) The City retains the right to review, at any time, coverage, form, and amount of insurance.
- (5) The Contractor is solely responsible for payment of all premiums for insurance required in this Contract and is solely responsible for the payment of all deductibles, SIR (self-insured retentions), any loss or portion of any loss that is not covered by any available insurance policy, and retention as set forth in the policies, whether the City is an insured under the policy. Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City.

- (6) All certificates of insurance must be on file with and approved by the City before commencement of any work done pursuant to this Contract. All required certificates of insurance must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). 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 Division at 4970 City Hall Boulevard, Suite 337, North Port, FL 34286 prior to commencement of the work and a minimum of **thirty (30) calendar days** prior to expiration of the insurance Contract when applicable. All insurance certificates must be received by the City's Purchasing Division before the Contractor commences or continues work. The certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements of this Contract.
- (7) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed pursuant to this Contract must be provided to Contractor's insurer(s) and the City's Purchasing Division as soon as practicable after notice to the insured Contractor.

**UPON REVIEW OF THE INSURANCE REQUIREMENTS, I CONFIRM THAT IF AWARDED THIS BID, I WILL PROVIDE THE SPECIFIED COVERAGE.**

Date: 11/20/25

Signed (Person authorized to bind the company): 

Name (printed): Harlan Sunquist Jr. Title: President

Attachment 2.2

**CONSTRUCTION SERVICES INDEMNITY, AND RELEASE**

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER THE FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF THE CONTRACTOR, OR THE CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, SUB-CONTRACTORS, SUB-CONSULTANTS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THIS CONTRACT. THIS CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.
- B. FURTHER, THE CONTRACTOR SHALL FULLY INDEMNIFY, AND HOLD HARMLESS THE CITY FROM ALL SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.
- C. The City must provide all available information and assistance that the **contractor** may reasonably require regarding any claim. In the event of a claim, the city must promptly notify the **contractor** in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as federal express or ups) which provides evidence of delivery, at the address provided for receipt of notices in this Contract.
- D. The insurance coverage and limits required in this Contract may or may not be adequate to protect the city and such insurance coverage will not be deemed a limitation on the **contractor's** liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party shall be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).
- E. Nothing in this Contract shall be deemed to affect the rights, privileges and immunities of the city as set forth in Florida Statutes Section 768.28.
- F. The terms of this section survive the termination or completion of this Contract work.

**Attachment 5**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge, that:

1. 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 an officer or employee of an 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.
2. 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-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails 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 such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Representative

Harlan Sunquist Jr.  
\_\_\_\_\_  
Name

President  
\_\_\_\_\_  
Title

11/20/25  
\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**Attachment 6**


**NON-COLLUSIVE AFFIDAVIT**

Before me, the undersigned authority ("Affiant"), personally appeared:

Harlan Sunquist Jr. who, being first duly sworn, deposes and says that:

1. Affiant is the President of Spectrum Underground, Inc., the Respondent that has submitted the attached reply;
2. Affiant 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 on November 20, 2025.


  
 \_\_\_\_\_  
 Signature  
Harlan Sunquist Jr  
 \_\_\_\_\_  
 Printed Name  
President  
 \_\_\_\_\_  
 Title

**SWORN ACKNOWLEDGMENT**

STATE OF Florida

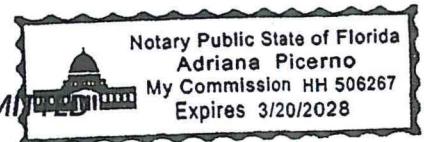
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of X physical presence or \_\_\_\_\_ online notarization, this 20th day of November 2025, by Harlan Sunquist Jr.

  
 \_\_\_\_\_  
 Notary Public

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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**



**Attachment 7**  
**CONFLICT OF INTEREST FORM**

Florida Statutes Section 112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City of North Port, Florida ("City") either directly or indirectly.

**PART I.** [Select and complete all that apply]:

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

Identify the position and/or board: \_\_\_\_\_

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

Identify the name of the spouse or child: \_\_\_\_\_

I am an employee, public officer or advisory board member of the City, or my spouse or child, is an officer, partner, director, or proprietor of Respondent/Contractor or has a material interest in Contractor. "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 Florida Statutes Section 112.313, indirect ownership does not include ownership by a spouse or minor child.

Identify the name of the person and the entity \_\_\_\_\_

Bidder/Contractor employs or contracts with an employee, public officer, or advisory board member of the City.

Identify the name of the employee, public officer, or advisory board member \_\_\_\_\_

None of the Above

**PART II: Will you 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 will review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Contractor whose conflicts are not waived or exempt.



Signature of Person Authorized to Bind the Contractor  
Harlan Sunquist Jr

Printed Name  
President

Title

11/20/25

Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**Attachment 8**  
**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 Sunquist Jr., being an authorized representative of the Contractor,  
have read and understand the contents above.

I certify that the Contractor is not disqualified from replying to this solicitation/contracting because of Florida Statutes Section 287.133.

Telephone #: (941) 342 - 6708 Fax #: (941) 342 - 6710

Federal ID #: 65-0669771 Email: hsunquistjr@spectrumunderground.com

  
Signature of Contractor's Authorized Representative

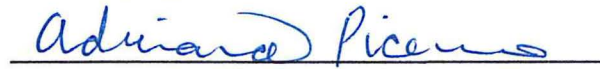
Harlan Sunquist Jr. / President  
Name and Title of Contractor's Authorized Representative

11/20/2025  
Date

**SWORN ACKNOWLEDGMENT**

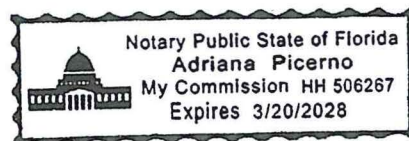
STATE OF FLORIDA  
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this  
20th day of November 20225, by Harlan Sunquist Jr.

  
Notary Public – State of Florida

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

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**Attachment 9**  
**DRUG FREE WORKPLACE FORM**

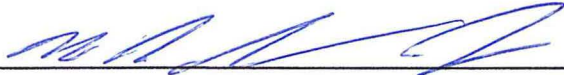
The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Contractor, Spectrum Underground, Inc. (Company Name):

1. Publishes 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. Informs 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. Gives 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), notifies 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. Imposes 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. Makes a good faith effort to continue to maintain a drug free workplace through implementation of this section.

**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.

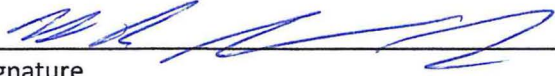
  
\_\_\_\_\_  
Signature  
Harlan Sunquist Jr  
\_\_\_\_\_  
Printed Name  
President  
\_\_\_\_\_  
Title 11/20/25  
\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**Attachment 10**

**SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT**

1. This Sworn Statement is submitted with Contract No. 2025-42 for the construction of Lift Station Diesel Bypass Pumps Community Development Block Grant Mitigation.
2. This Sworn Statement is submitted by Spectrum Underground, Inc. ("Contractor") whose business address is 5802 Bee Ridge Rd. Suite 101 Sarasota, FL 34233 and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0669771.
3. 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.
4. 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.
5. The Contractor 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:  
\_\_\_\_\_
6. The Contractor has appropriated \$ N/A per square foot for compliance with shoring safety requirements and intends to comply by instituting the following procedures:
7. The undersigned, in signing this Sworn Statement, 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) the Contractor will utilize on this Project.

  
\_\_\_\_\_  
Signature  
Harlan Sunquist Jr.  
\_\_\_\_\_  
Name  
President  
\_\_\_\_\_  
Title

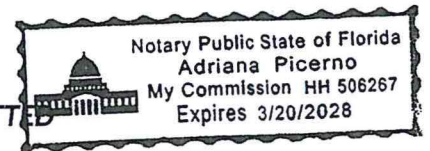
**SWORN ACKNOWLEDGEMENT**

STATE OF Florida  
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 4th day of December 2025, by Harlan Sunquist Jr (name), as President (title) for Spectrum Underground, Inc. (entity).

  
\_\_\_\_\_  
Notary Public

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



**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**Attachment 11**

**SCRUTINIZED COMPANY CERTIFICATION FORM**

Contractor Name: Spectrum Underground, Inc.  
Authorized Representative Name and Title: Harlan Sunquist Jr. / President  
Address: 5802 Bee Ridge Rd. Suite 101 City: Sarasota State: FL ZIP: 34233  
Phone Number: (941) 342 - 6708 Email Address: hsunquistjr@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 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:

  
Signature of Contractor's Authorized Representative

Harlan Sunquist Jr.  
Name

President  
Title

12/4/2025  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**Attachment 12**

**VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM**

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.
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: Spectrum Underground, Inc. (Vendor's Company Name)

Certified By:   
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Harlan Sunquist Jr. / President

Date Certified: 11/20/2025

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**Attachment 13**

**HUMAN TRAFFICKING AFFIDAVIT**


The undersigned, on behalf of the entity listed below ("Entity"), hereby attests and declares as follows:

1. I am over the age of 18 and I have personal knowledge of the matters stated in this affidavit except as otherwise set forth herein.
2. I currently serve as President (title) of Spectrum Underground, Inc. (Entity).
3. The Spectrum Underground, Inc. (Entity) does not use coercion for labor or services, as those terms are defined in Florida Statutes Section 787.06.
4. This affidavit is made pursuant to Florida Statutes Section 92.525.
5. I understand that making a false statement in this affidavit may subject me to criminal penalties.
6. I am authorized to execute this document on behalf of the entity.

Under penalties of perjury, I, Harlan Sunquist Jr. as President, declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

ENTITY

SPECTRUM UNDERGROUND, INC. [insert name of legal entity, in bold ALLCAPS]

 signature

Harlan Sunquist Jr. / President name and title

11/20/2025 date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**Attachment 14**

**AFFIDAVIT OF COMPLIANCE REGARDING FOREIGN ENTITY OF CONCERN LAWS**

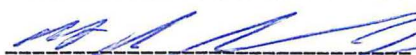
The undersigned, on behalf of the entity listed below ("Entity"), hereby attests and declares as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Florida Statutes Section 287.138.
2. The government of a foreign country of concern does not have a controlling interest in Entity.
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Florida Statutes Section 692.201.
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Florida Statutes Section 692.201, or a subsidiary of such entity.
6. Entity is not a foreign principal, as defined in Florida Statutes Section 692.201.
7. Entity complies with all applicable requirements of Florida Statutes Sections 692.202, 692.203, and 692.204.
8. **[Insert if purchasing real property]** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (1) not a person or entity described in Florida Statutes Section 692.204(1)(a) or (2) authorized under Florida Statutes Section 692.204(2) to purchase the subject property. Entity complies with the requirements of Florida Statutes Section 692.204.
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

ENTITY

SPECTRUM UNDERGROUND, INC. **[insert name of legal entity, in bold ALLCAPS]**

 **[signature]**

Harlan Sunquist Jr. / President **[insert name and title]**

11/20/2025 **[insert date]**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**ATTACHMENT 15:  
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): 5802 Bee Ridge Rd. Suite 101 Sarasota, FL 34233  
Spectrum Underground, Inc.

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

Signed, sealed and delivered this 20th day of November, 2025.

By: [Signature]

Harlan Sunquist Jr

(Printed Name)

President

(Title)

STATE OF Florida

COUNTY OF Sarasota

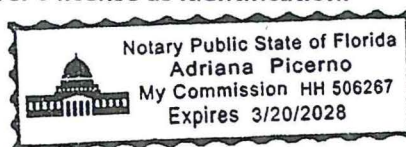
Sworn to and subscribed before me this 20th day of November, 2025, by Harlan Sunquist Jr who  is personally known to me or  has produced his/her driver's license as identification.

Adriana Picerno

Notary Public - State of Florida

Print Name: Adriana Picerno

Commission No: HH 506267



**THIS PAGE MUST BE SUBMITTED WITH PROPOSAL**

**Attachment 16**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**  
**PRIMARY COVERED TRANSACTIONS**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of North Port.

The Bidder must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of North Port. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of North Port, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Spectrum Underground, Inc.                      65-0669771                      111309845  
Company (Bidder) Name                      Tax ID Number                      DUNS Number

Harlan Sunquist Jr.                        
Authorized Representative Name                      Authorized Representative Signature

65-0669771                      111309845                      9XF69  
Federal Issued Tax                      DUNS Number                      CAGE Code issued through [www.sam.gov](http://www.sam.gov)  
Identification Number

(If Social Security number DO NOT enter)                      DATE: 12/4/2025

**THIS PAGE MUST BE SUBMITTED WITH PROPOSAL**

Attachment 17

## 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: 11/20/2025

**THIS PAGE MUST BE SUBMITTED WITH PROPOSAL**

**Attachment 18**

**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: Spectrum Underground, Inc.  
DATE: 11/20/2025

**THIS PAGE MUST BE SUBMITTED WITH PROPOSAL**

**Attachment 19**

**FEDERAL NON-COLLUSION /LOBBYING CERTIFICATION**

Harlan Sunquist Jr., being the authorized Agent, certifies that: He/she is the Owner (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."

Adrianne Picena

Witness

By: Harlan Sunquist Jr.

(Printed Name)

President

(Title)

**THIS PAGE MUST BE SUBMITTED WITH PROPOSAL**

**Attachment 20**

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT**

**Data Collection Form**

The Federal Funding Accountability and Transparency Act (FFATA) requires a system to allow federal prime grant awardee recipients to report sub-award activity and executive compensation. The FFATA Subaward Reporting System – FSRS.gov – is the system that allows grant award recipients to electronically report their sub-award activity.

Pursuant to 2 CFR Appendix A to Part 170 - Award Term (as defined in 2 CFR 170.320), and in compliance with the FFATA Subaward Reporting System (FSRS) reporting requirements, Sarasota County must capture and report sub-recipient and executive compensation data regarding its first-tier sub-awards that obligate **equal to or in excess of \$30,000** in Federal funds.

**ORGANIZATION AND PROJECT INFORMATION:**

Active Unique Entity ID (sam.gov): RHMEBJK3TFX5 Congressional District 17

Name of Entity: Spectrum Underground, Inc.

Address of Entity: 5802 Bee Ridge Rd. Suite 101

City Sarasota, State FL, Country U.S.A. Zip code 34233

Amount of Sub Award: 1,130,078.00 Federal Contract No. \_\_\_\_\_

Project Description: Lift Station Diesel Bypass Pumps

Entity's Principal Place of Performance:

City Sarasota, State FL, Country U.S.A. Zip code 34233

Congressional District 17

**THIS PAGE MUST BE SUBMITTED WITH PROPOSAL**

**Attachment 21**

**EXECUTIVE COMPENSATION INFORMATION:**

- 1) In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity with this SAM record, represented by a Unique Entity ID number,) receive:
- a) 80 percent or more of its annual gross revenue in Federal procurement contracts (and subcontracts) and Federal financial assistance awards subject to the Transparency Act, as defined at § 170.320 (and subawards); **and**
  - b) \$25,000,000 or more in annual gross revenue from Federal procurement contracts (and subcontracts) and Federal financial assistance awards subject to the Transparency Act, as defined at § 170.320;

YES \_\_\_\_\_ (answer question #2)      NO   X   (only signature is required)

2. Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity with this SAM record, represented by a Unique Entity ID number) unless publicly available, through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U. S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986

YES \_\_\_\_\_ (only signature is required)      NO \_\_\_\_\_ (provide compensation data and signature)

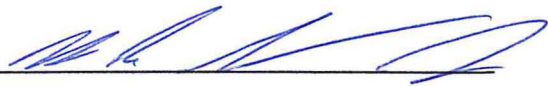
If you answer No to question #1, compensation data is not required. If you answer No to question #2, please provide the following information below: Names and total compensation of each of the five (5) most highly compensated executives for Sub-recipient's preceding fiscal year. Total compensation includes salary and bonus, awards of stock, stock options and stock appreciation rights, earnings for services under non-equity incentive plans, change in pension value, above-market earnings on deferred compensation which is not tax-qualified, and other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of employee, perquisites or property) for the executive exceeds \$10,000. For more information, please see 17 CFR 229.402(c)(2).

Names and total compensation of the five highest compensated officers of the entity:

| No. | Name | Title | Total Compensation for Most Recently Completed Fiscal Year |
|-----|------|-------|--|
|     |      |       |  |
|     |      |       |  |
|     |      |       |  |
|     |      |       |  |
|     |      |       |  |

**Certification**

I certify, on behalf of Spectrum Underground, Inc. (Insert Legal Entity Name) that the information provided in response to this information request is complete and accurate. I further certify that I have the authority to provide the requested information and execute this certification on behalf of Spectrum Underground, Inc. (Insert Legal Entity Name). Last, I certify that I am fully aware that the information provided in this Data Collection Form will be submitted to <https://www.fsr.gov/> and may be made public.



Signature

President

Title

Harlan Sunquist Jr

Name printed

12/4/25

Date

**THIS PAGE MUST BE SUBMITTED WITH PROPOSAL**

**Attachment 22**

**CONTRACT CHANGES**

- A. The parties may make changes to the contract work, including additions or deletions, provided that such changes are within the general scope of the contract work. Any change affecting the contract price must be in writing and signed by both parties. The Contractor is not entitled to any increase in price or extension of time unless the contract is changed in accordance with this section.
- B. Either party may submit to the other a change proposal, which must identify any proposed changes in contract price or time, explain why the change is believed necessary, and cite to any applicable provision of the contract. Within a reasonable time, the party receiving the proposal shall respond in writing to the other party. If the parties agree to the change, they will execute an amendment to the contract changing its terms.
- C. Without invalidating the contract, the City may order additions, deletions, or revisions in the work, provided that such changes are within the general scope of the contract work. Such changes may be accomplished by a contract amendment, if the City Commission and Contractor have agreed as to the effect, if any, of the changes on contract price. If the parties cannot agree, the Contractor shall proceed with the work, or, in the case of a deletion, cease activities with respect to the deleted work, subject to the Contractor's right to claim for additional compensation or time. Any such claim must be made in writing within 14 days. Additional compensation will be limited to Contractor's actual cost of the work, plus reasonable profit and overhead. Nothing in this section shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the contract or governing laws and regulations.

**THIS PAGE MUST BE SUBMITTED WITH PROPOSAL**

**Attachment 23**

**SANCTIONS AND PENALTIES**

In the event of a breach of the terms of this Contract, the Contractor and its subcontractors will be subject to sanctions and penalties as may be imposed and remedies invoked as provided by rule, regulation, or order of the local, state, and federal agency, and as otherwise provided by law and other terms of this Contract.

**THIS PAGE MUST BE SUBMITTED WITH PROPOSAL**

**Attachment 24**

**PERFORMANCE AND PAYMENT BOND REQUIREMENTS**

A. Security.

- (1) The Contractor must provide the required performance and payment bond or other acceptable security to the City within **ten (10) business days** of executing this Contract. Failure by the Contractor to provide the bond within **ten (10) business days** constitutes a default. Pursuant to Section 2-404 of the Code of City of North Port, Florida, upon default the City may immediately award the bid to the next lowest responsive and responsible bidder and recover from the original successful bidder the difference in cost between the original winning bid and the next lowest responsive and responsible bidder. The default is only curable at the option of the City.
- (2) In addition, the Contractor is responsible and bears all cost associated with recording the Performance and Payment Bond with the Sarasota County Clerk's Office. The Contractor must furnish the receipt of the recording and certified copy of the recorded bond to the Purchasing Division at the time of the pre-construction meeting. Such default is only curable at the option of the City.

B. Performance and Payment Bond. The Contractor must provide a Performance and Payment Bond, in the form prescribed in Florida Statutes Section 255.05, in the amount of one hundred percent (100%) of the Contract price, the costs of which are to be paid by the Contractor. The bond must be acceptable to the City only if the Surety Company:

- (1) Is licensed to do business in the State of Florida;
- (2) Holds a certificate of authority authorizing it to write surety bonds in the State of Florida;
- (3) Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
- (4) Is otherwise in compliance with the provisions of the Florida Insurance Code;
- (5) Holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308;
- (6) Has a current rating of at least Excellent (A or A-) as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038; and
- (7) Has an underwriting limitation of at least two times the dollar amount of the Contract price.

C. Substitute Bond Required. If the Surety Company for any bond furnished by the Contractor files for bankruptcy, has a receiver appointed, is declared bankrupt, becomes insolvent, has an assignment made for the benefit of creditors, has its right to do business terminated in the State of Florida, or ceases to meet the requirements imposed by this Contract, the Contractor must, within **five (5) calendar days** thereafter, substitute another Bond and Surety Company, both of which are subject to the City's approval.

D. Surety Acceptance of Terms. By execution of the bond, the Surety Company acknowledges that it has read the surety qualifications and surety obligations imposed by this Contract and satisfies all conditions.