

## BID FORM

### CITY OF VENICE LIVE OAK STORMWATER IMPROVEMENTS

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#### ARTICLE 1 - BID RECIPIENT

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an AGREEMENT with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the price(s) and within the times indicated in this Bid and in accordance with the Bidding Documents.

#### ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER. Bidder will sign the AGREEMENT and will furnish the required contract security, and other required documents within the time periods set forth in the Bidding Documents.

#### ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, if any, and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum No.	Date Received	Addendum No.	Date Received
<u>1</u>	<u>10/03/2019</u>	<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions identified at the Site, if any, which that have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work (if any) to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.

- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

3.02 Bidder further represents that:

- A. this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding;
- C. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER; and
- D. No person or persons acting in any official capacity for the OWNER are directly or indirectly interested in this Bid, or in any portion of the profit thereof.

ARTICLE 4 – BIDDER’S CERTIFICATIONS

4.01 Bidder certifies that:

- A. this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid
- C. Bidder; has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of the Paragraph 4.01.D;
  - 1. Corrupt practice” means the offering, giving, or soliciting of anything of value likely to influence the action of a public official in the bidding process
  - 2. ”Fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

3. "Collusive practice" means to scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### ARTICLE 5 - BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**BID SCHEDULE**  
**LIVE OAK STORMWATER IMPROVEMENTS**  
**ITB Number 3110-19, Addendum 1**

**PART 1 – STORMWATER IMPROVEMENTS**

Item No	FDOT Ref. No.	BASE BID - Description	Unit	Qty	Unit Price	Amount
1	101-1	MOBILIZATION	LS	1	\$ 32,395.00	\$ 32,395.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 38,685.00	\$ 38,685.00
3	110-3	REMOVAL OF EXISTING STRUCTURES AND PIPES	LS	1	\$ 52,954.00	\$ 52,954.00
4	121-70	FLOWABLE FILL	CY	7	\$ 750.00	\$ 5,250.00
5	160-4	TYPE B STABILIZATION	SY	2,400	\$ 7.00	\$ 16,800.00
6a	285-706	*OPTIONAL BASE, BASE GROUP 6 (B12.5)	SY	2,400	\$ 20.80	\$ 49,920.00
6b	285-706	*OPTIONAL BASE, CCA 10"	SY	2,400	\$ 0.00	\$ 0.00
7	327-70-6	MILLING EXIST. ASPHALT PAVEMENT (1" AVG DEPTH)	SY	3,684	\$ 4.50	\$ 16,578.00
8	334-12	TRENCH AND EXCAVATION ASPHALTIC CONC RESTORATION, TRAFFIC B (SP-9.5)	SY	2,400	\$ 13.50	\$ 32,400.00
9	334-12	ASPHALTIC CONCRETE OVERLAY, TRAFFIC B (SP-9.5)	TN	210	\$ 180.00	\$ 37,800.00
10	425-1-201	CURB INLET, TYPE 9, <10'	EA	2	\$ 2,952.00	\$ 5,904.00
11	425-1-521	DITCH BOTTOM INLET, TYPE C, <10'	EA	9	\$ 2,256.00	\$ 20,304.00
12	425-2-91	MANHOLE TYPE J-8, <10'	EA	4	\$ 4,352.00	\$ 17,408.00
13	425-2-91-A	MANHOLE TYPE J-8, <10' WITH 5X5' J-BOTTOM	EA	1	\$ 5,874.00	\$ 5,874.00
14	430-982-129	MITERED END SECTION, 24" CD	EA	1	\$ 1,675.00	\$ 1,675.00
15	430-174-115	PIPE CULVERT, ROUND, RCP, SD (15")	LF	329	\$ 52.15	\$ 17,157.35
16	430-174-118	PIPE CULVERT, ROUND, RCP, SD (18")	LF	361	\$ 67.60	\$ 24,403.60
17	430-174-124	PIPE CULVERT, ROUND, RCP, SD (24")	LF	426	\$ 79.20	\$ 33,739.20
18	1050-2A-BCC	12x18 ELLIPTICAL CONCRETE PIPE	LF	401	\$ 64.10	\$ 25,704.10
19	520-1-10	TYPE F CURB AND GUTTER	LF	80	\$ 25.00	\$ 2,000.00

20	711-11-125	24" THERMOPLASTIC STANDARD, WHITE STRIPING	LF	115	\$ 17.15	\$ 1,972.25
21	1080-14PW	ADJUST WATER (4") AND SEWER LINE (8")	LS	1	\$ 35,465.00	\$ 35,465.00
22	NA	SIDEWALK REMOVAL AND REPLACEMENT	LF	15	\$ 51.00	\$ 765.00
SUB-TOTAL BID PRICE (ITEMS 1 – 22):						\$ 475,153.50
10% CITY RESERVE (INCLUDE IN BID TOTAL):						47,515.35
PART 1 SUBTOTAL:						\$ 522,668.85

## PART 2: POTABLE WATER IMPROVEMENTS

23	1050-31206	UTILITY PIPE- POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER 6", INCLUDING FITTINGS, JOINT RESTRAINTS, TESTING AND DISINFECTION	LF	960	\$ 84.75	\$ 81,360.00
24	1050-21-ABB	UTILITY FIXTURE – METER BOX, INCLUDING SERVICE SADDLE, CORP STOP, HDPE SERVICE LINE, CURB STOP, SLEEVE - LONG	EA	3	\$ 3,275.00	\$ 9,825.00
25	1050-21-ABB	UTILITY FIXTURE – METER BOX, INCLUDING SERVICE SADDLE, CORP STOP, HDPE SERVICE LINE, CURB STOP, SLEEVE - SHORT	EA	6	\$ 2,228.00	\$ 13,368.00
26	1050-21-ABB	RESILIENT WEDGE GATE VALVE – INCLUDING VALVE, VALVE BOX AND VALVE TAG	EA	3	\$ 2,021.00	\$ 6,063.00
27	NA	FLUSHING CONNECTION	EA	6	\$ 1,948.00	\$ 11,688.00
SUB-TOTAL BID PRICE (ITEMS 23 – 27):						\$ 122,304.00
10% CITY RESERVE (INCLUDE IN BID TOTAL):						12,230.40
PART 2 SUBTOTAL:						\$ 134,534.40
TOTAL BID PRICE (PART 1 SUBTOTAL + PART 2 SUBTOTAL):						\$ 657,203.25

### Notes:

\*Items 6a & 6b are each optional bid items. Contractor will bid on one item either 6a or 6b.

- It is the Contractor's responsibility to verify field conditions and inspect the project site to determine the quantities required to complete the project prior to submitting the Unit Price Bid.
- The Engineer and the City do not warranty that the provided quantities are accurate. Quantities may be greater than measured on the drawings to provide for field variations.
- The City reserves the right to remove or reduce line items above from the bid award due to budgeting constraints.
- The City reserves the right to discuss opportunities to value engineer the project with the lowest responsive bidder prior to bid award.
- City Reserve is for the exclusive use of the City (if required) and any request for use of City Reserve must be approved by the City in writing prior to the performance of such work.

**NAME OF BIDDER:** Spectrum Underground, Inc.

**BIDDER'S SIGNATURE:** 

**CURRENT LICENSE NUMBER:** CGC008435

**DATE:** 10/17/2019

- 5.02 Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.
- 5.03 Bidder acknowledges that estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price items will be based on actual quantities of Unit Price Work determined as provided in the Contract Documents.
- 5.04 All specified cash allowances are included in the price(s) set forth above and have been completed in accordance with Paragraph 11.02 of the General Conditions.

#### ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 210 calendar days after the date when the Contract Times commence to run, which days will be entered by OWNER into the AGREEMENT as the Contract Times.
- 6.02 Bidder accepts the provisions of the AGREEMENT as to liquidated and special damages, if any, in the event of failure to complete the Work within the Contract Times.

#### ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security.
  - B. Required Bidder Qualifications Statement with supporting data.
  - C. Miscellaneous Bid Forms

#### ARTICLE 8 - DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions and Supplementary Conditions.

#### ARTICLE 9 - BID SUBMITTAL

- 9.01 This Bid submitted on October 17, 20 19 by:



**PROPOSAL BOND**

*\*Not to be completed if a certified check is submitted.*

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,  
Spectrum Underground, Inc. \_\_\_\_\_ as Principal,  
and The Ohio Casualty Insurance Company \_\_\_\_\_ as Surety

are held and firmly bound unto the City of Venice, Florida, in the sum of


---Five Percent of Accompanying Bid--- \$ --5% of Bid-- , for the payment of which, well  
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,  
successors and assigns.

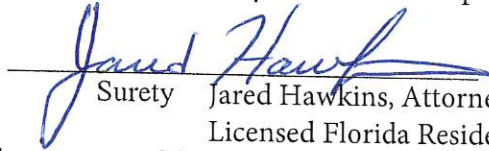
The condition of the above obligation is such that if the attached Proposal of Principal and Surety for work  
specified as:

Live Oak Stormwater Improvements

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and  
specifications provided heretofore, all within Sarasota County, is accepted and the bidder shall within ten  
(10) days after notice of said award, enter into a contract, in writing, and furnish the required Performance  
Bond with surety or sureties to be approved by the Director of Purchasing, this obligation shall be void;  
otherwise the same shall be in full force and virtue by law and the full amount of this Proposal Bond will  
be paid to the City as stipulated or liquidated damages.

Signed this 14th day of October, 2019.  
Spectrum Underground, Inc. \_\_\_\_\_ The Ohio Casualty Insurance Company

  
Principal

  
Surety Jared Hawkins, Attorney-in-Fact and  
Licensed Florida Resident Agent/W034875

**Principal must indicate whether corporation, partnership, company, or individual.**

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title.  
The person signing for a corporation must, by affidavit, show his authority to bind the corporation.

Phone 941-366-8424



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  
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  
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 14th day of October, 2019.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

## QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

**SUBMITTED TO:**

CITY OF VENICE  
Procurement- Finance Department  
401 W. Venice Avenue  
Venice, Florida 34285

**CHECK ONE:**

- ☒ Corporation  
☐ Partnership  
☐ Individual  
☐ Joint Venture  
☐ Other

**SUBMITTED BY:**

NAME: Spectrum Underground, Inc.  
ADDRESS: 5802 Bee Ridge Road, Suite 101 , Sarasota, FL 34233  
PRINCIPLE OFFICE: 5802 Bee Ridge Road, Suite 101, Sarasota, FL 34233

State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is:

Spectrum Underground, Inc.

The address of the principal place of business is:

5802 Bee Ridge Road, Suite 101, Sarasota, FL 34233

If the Offeror is a corporation, answer the following:

- a. Date of Incorporation: 11/1995
- b. State of Incorporation: Florida
- c. President's Name: H.R. Sunquist, Jr.
- d. Vice President's Name: H.R. Sunquist, Sr.
- e. Secretary's Name: Patricia A Sunquist
- f. Treasurer's Name: Patricia A Sunquist
- g. Name and address of Resident Agent: Dana Watts 1620 Main Street, Suite One Sarasota, FL 34236-5811

If Offeror is an individual or partnership, answer the following:

- a. Date of Organization: \_\_\_\_\_
- b. Name, address and ownership units of all partners:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. State whether general or limited partnership: \_\_\_\_\_

If Offeror is other than an individual, corporation partnership, describe the organization and give the name and address of principals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
If Offeror is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

How many years has your organization been in business under its present business name?

N/A

a. Under what other former names has your organization operated?

\_\_\_\_\_  
N/A  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT**

State of Florida

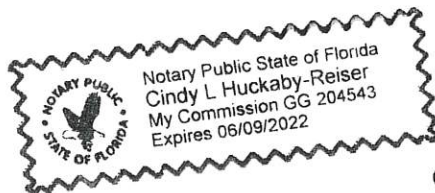
County of Sarasota

} SS.

*Patricia A Sunquist, Sec/Treas.*

On this the 17th day of October, 2019, before me, the undersigned Notary Public of the State of Florida, personally appeared Patricia A Sunquist and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC  
SEAL OF OFFICE:



*Cindy L. Huckaby-Reiser*  
NOTARY PUBLIC, STATE OF Florida

Cindy L Huckaby-Reiser

(Name of Notary Public: Print, stamp, or type as commissioned)

☒ Personally known to me, or ☐ Produced Identification: \_\_\_\_\_ ☐ DID take an oath, or ☐ DID NOT take an oath

If Bidder is:

Individual

Name (Typed or Printed): N/A

By \_\_\_\_\_  
(Individual's Signature)

Doing business as \_\_\_\_\_

License or Registration Number: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ Facsimile: \_\_\_\_\_

A Partnership

Partnership Name: N/A

By: \_\_\_\_\_  
(Signature of General Partner - Attach evidence of authority to sign)

(Name (Typed or Printed): \_\_\_\_\_

License or Registration Number: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

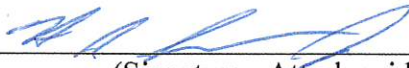
Phone No.: \_\_\_\_\_ Facsimile: \_\_\_\_\_



A Corporation

Corporation Name: Spectrum Underground, Inc.

Florida  
(State of Incorporation)

By:   
(Signature - Attach evidence of authority to sign)

Name and Title (Typed or Printed): Harlan R Sunquist, Jr., President

(CORPORATE  
SEAL)

Attest:   
(Secretary)

License or Registration Number: CGC008435 CUC056873

Business Address: 5802 Bee Ridge Road, Suite 101  
Sarasota, Florida 34233

Phone No.: 941-342-6708 Facsimile: 941-342-6710

Limited Liability Company

By: N/A  
(Firm Name)

(State of Formation)

By:   
(Signature of Member/Authorized to Sign)

(Printed or Typed Name and Title of Member Authorized to Sign)  
(Attach evidence of authority to sign.)

License or Registration Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ Facsimile: \_\_\_\_\_

A Joint Venture

Name of Joint Venture: N/A

First Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of First Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed): \_\_\_\_\_  
(Title)

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Second Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed): \_\_\_\_\_  
(Title)

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation or limited liability company that is a party to the joint venture shall be in the manner indicated above).

Business Address: \_\_\_\_\_

Phone and FAX number and address for receipt of communications to joint venture:

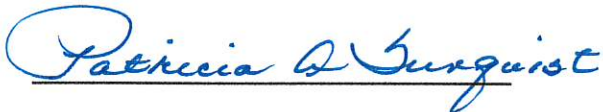
Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

**SPECTRUM UNDERGROUND, INC.**  
**MEETING OF THE BOARD OF DIRECTORS**  
**NOVEMBER 13, 2018**

Excerpt of the minutes of the Board of Directors of Spectrum Underground, Inc.

Be it Resolved; that the President, Vice President, Or Secretary/Treasurer are hereby authorized to execute and submit bids and proposals for the company.

I Patricia A. Sunquist, Secretary/Treasurer of Spectrum Underground, Inc. do hereby certify that this is a true and complete excerpt from the minutes of the Board of Directors meeting, held November 13, 2018.

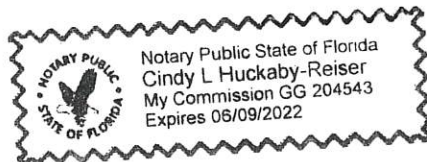


Patricia A Sunquist, Secretary/Treasurer

Sworn and subscribed before me this October 15, 2019 by Patricia A Sunquist, Secretary/Treasurer, who is personally known to me.



Notary Public





## COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment or services being proposed in this invitation to bid at prices bid unless otherwise noted on the proposal sheet.

Yes   x   No           

### AUTHORIZED SIGNATURE

By submission of the ITB, the undersigned certifies that:

1. He/She has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Venice, Florida employee or official or to any current consultant to the City of Venice, Florida;
2. He/She has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract to any broker or agent or any other person;
3. The prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
4. He/She has the full authority of the Offeror or to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

Authorized Representative: Patricia A Sunquist  
Signature:   
Title: Secretary/Treasurer  
Company Name: Spectrum Underground, Inc.  
Address: 5802 Bee Ridge Road, Suite 101  
City, State, ZIP: Sarasota, FL 34233  
Telephone Number: 941-342-6708  
Fax Number: 941-342-6710  
E-mail address: hsunquistsr@spectrumunderground.com

# FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME — FIRST NAME — MIDDLE INITIAL N/A			OFFICE / POSITION HELD
MAILING ADDRESS			AGENCY
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

## WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; AND where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, *if and when applicable* to a public officer or employee.

## INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by § 112.313(12)(b), Fla. Stat.)

1. The competitive bid to which this statement applies has been / will be (strike one) submitted to the following government agency: N/A		
2. The person submitting the bid is:	NAME ▼	POSITION ▼
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods, and / or services to be supplied specifically include: _____		
b. The realty, goods, and / or services will be supplied for the following period of time: _____		
c. Will the contract be subject to renewal without further competitive bidding? <input type="checkbox"/> Yes <input type="checkbox"/> No. If so, how often?		
6. Additional comments:		
7. SIGNATURE	DATE SIGNED	DATE FILED

## FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file this form with the Department of State in Room 316, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

CE FORM 3A — REV. 1-93

**INDEMNIFICATION/HOLD HARMLESS**

The elected firm shall (if required by City) defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorneys' fees at trial at appellate level) arising directly or indirectly from or out of any negligent act or omission of the elected firm, its Sub-Offerees and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm's representations as set forth in the proposal or any other failure of the elected firm to comply with the obligations on its part to be performed under this contract.

I, Patricia A Sunquist, being an authorized representative of the firm of  
Spectrum Underground, Inc. located at City  
Sarasota, State Florida, Zip Code 34233 Phone:  
941-342-6708 Fax: 941-342-6710. Having read and  
understood the contents above, hereby submit accordingly as of this Date,  
October 17, 2019.

Patricia A Sunquist Secretary/Treasurer  
Please Print Name

  
Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature or for the contract period, whichever is longer.



**CITY OF VENICE, FLORIDA**  
**FDEP & U.S. EPA CONSTRUCTION NOTICES OF INTENT (NOI)**

The undersigned bidder acknowledges the requirement of the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP) which have published the rules for NPDES General Permits for stormwater discharges from construction sites and said bidder agrees to assist the owner in the preparation of these permits and associated plans. The bidder acknowledges that he has taken these permits and associated construction costs into account in the preparation of his lump sum bid. These permits are mandated under Section 402(p) of the Clean Water Act for "Stormwater Discharge from Construction Activities (including clearing, grading, and excavation activities) that result in the disturbance of five (5) or more acres total land area, including areas that are part of a larger common plan of development or sale." The EPA has published summary guidance for: "Developing Prevention Plans and Best Management Practices" (EPA 833-R-92-001, October 1992).

The EPA permit format is a *Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity to be covered under a NPDES Permit*, and it is to be submitted according to the NOI instructions. The Stormwater Pollution Prevention Plan which must accompany the NOI must be signed by authorized representatives of the contractor and subcontractors as well as the facility Owner. Copies of the EPA NOI must be provided to state and local agencies who have issued stormwater management, grading, or land alteration permits or approvals.

An NOI must also be submitted to the Florida Department of Environmental Protection, NPDES Stormwater Notices Center, MS 2510, 2600 Blair Stone Road, Tallahassee, FL 32399. FDEP forms may be downloaded from the State's web site <http://www.dep.state.fl.us/water/stormwater/npdes/> or phone 850-921-9870 if you have questions.

Acceptance of the bid to which this certification and disclosure applies in no way represents the Owner or its Representative has evaluated and thereby determined that the information is adequate to comply with the applicable U.S. EPA or FDEP requirements nor does it in any way relieve the contractor of its sole responsibility to comply with the applicable U.S. EPA and FDEP requirements, including inspection of all control measures at least once each week and following any storm (rainfall) event of 0.5 inches or greater and maintaining reports of each inspection.

Bidder (Company): Spectrum Underground, Inc.

Name and Title: Patricia A Sunquist, Sec/Treas.

Address: 5802 Bee Ridge Road, Suite 101  
Sarasota, FL 34233

Telephone: 941-342-6708

**BY SIGNATURE BELOW OF AUTHORIZED REPRESENTATIVE, CONTRACTOR ACKNOWLEDGES RECEIPT OF A COPY OF CITY ORDINANCES 95-12 and 96-09 AND AGREES TO ABIDE BY THE REQUIREMENTS OF SAID ORDINANCES.**

Signature:  Date: 10/17/2019

Printed name/title: Patricia A Sunquist, Secretary/Treasurer

## **ORDINANCE 95-12**

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9, HEALTH AND SANITATION, ARTICLE IV, DISPOSAL OF EXCRETA, SECTION 9-71, DISCHARGE OF RAW SEWAGE INTO STORMWATER; DELETING ARTICLE V, PROHIBITED STORMWATER DISCHARGES; ADDING CHAPTER 19, WATER AND SEWERS, ARTICLE VI, STORMWATER QUALITY; DELETING CHAPTER 15, STREETS AND SIDEWALKS, ARTICLE IV, EXCAVATIONS, SECTION 15-53, STORM DRAINAGE AND POLLUTION; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, control of stormwater runoff is necessary from individual lots that do not require a permit from the Southwest Florida Water Management District and requiring compliance with the provisions of the Clean Water Act 33 U.S.C.1251 et.seq., as amended by the Water Quality Act of 1987; and

**WHEREAS**, the City is desirous of complying with its U.S. Environmental Protection Agency National Pollutant Discharge Elimination System Permit and its Stormwater Master Plan, therefore, stormwater runoff and any discharge to the City storm sewer system will be closely monitored and regulated; and

**WHEREAS**, the control of stormwater runoff is the responsibility of each individual property owner; and

**WHEREAS**, the City is desirous of controlling stormwater runoff and insuring compliance with the Comprehensive Plan.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:**

**SECTION 1.** Chapter 9, Water and Sewers, Article IV, Disposal of Excreta, Section 9-71, Discharge of Raw Sewage into Storm Sewer, is amended to read as follows:

**Sec. 9-71. Discharge of raw sewage into storm sewer.**

It shall be unlawful for any person to discharge raw sewage or to discharge the effluent of and from any septic tank into the storm sewer system of the city or to construct or maintain any system of drainage, pipes, conduits or other apparatus whereby raw sewage or the effluent of and from any septic tank shall or may be discharged into or through the storm sewer system of the city.

**SECTION 2.** Chapter 9, Water and Sewers, Article V, Prohibited Stormwater Discharges, is deleted in its entirety.

**SECTION 3.** Chapter 19, Water and Sewers, Article VI, Stormwater Quality is added to read as follows:

### **ARTICLE VI. STORMWATER QUALITY**

#### **Sec. 19-141. Definitions.**

As used in this article "industrial stormwater" means stormwater runoff from a site with industrial activities, as defined under 40 CFR Section 122.26(a)(14) U.S. Environmental Protection Agency regulation.

As used in this article "construction sites" refers to all sites.

As used in this article, "illicit discharge" is any discharge of anything other than stormwater to the municipal separate storm sewer system (MS4) or the waters of the State of Florida or the United States.

As used in this article "industrial wastewater" refers to liquids used by an entity in their course of business, that if discharged to the MS4, would degrade the quality of stormwater.

#### **Sec. 19-142. Disposal of industrial stormwater discharges.**

The following types of discharges to the municipal separate storm sewer of the city must be controlled as indicated.

(1) **Industrial wastewater/illicit discharge:** Industrial wastewater/illicit discharge may not be discharged to the city's municipal separate storm sewer system.

(2) **Industrial stormwater:** As required to comply with NPDES regulations, the quality of industrial stormwater which is discharged through the city's municipal separate storm sewer system may be subject to regulation or permitting, and any violation of such regulation or permit may be subject to an order to immediately cease such discharge.

#### **Sec. 19-143. Runoff stormwater and Best Management Practice (BMPs) for construction sites.**

BMPs shall be implemented as necessary, to insure that all discharges from construction activities are in compliance



with the City of Venice EPA/NPDES Stormwater Permit and the Stormwater Master Plan, or the SWFWMD Permit or EPA's NPDES Construction Activity General Permit, whichever is most stringent in its requirements.

**Best Management Practices include but are not limited to, the following requirements:**

- (a) All site grading shall be conducted in such a manner that all stormwater management facilities located adjacent to the site are not altered in any way which will diminish their designated flow or pollutant removal capacity or the shape of the drainage facility.
- (b) Maintenance of vegetative buffers or use of a silt fence and/or staked hay bales which minimize erosion and retain sediment on site, shall be implemented prior to any construction activities taking place at sites which discharge to surface water or the municipal separate storm sewer system (MS4). These controls, when utilized, shall be secured and properly maintained during construction activities until the site has been stabilized with sod and/or seed and mulch. A double silt fence may be required as an additional measure to insure that discharges from the site are in compliance with water quality standards as established by the EPA/NPDES Stormwater Permit. Undisturbed vegetative buffers shall be maintained intact to the maximum extent possible to reduce erosion and the discharge of sediment from stormwater runoff. All areas of exposed soil shall be stabilized within 72 hours of attaining final grade.
- (c) Storm sewer systems (eg. inlets, pipes and ditches, etc.) adjacent to the site must be protected by a silt fence and/or staked hay bales during construction, to keep solids from entering conveyance systems.
- (d) Vehicles such as concrete or dump trucks and other construction equipment shall not be washed at locations where the runoff will flow directly into a lake, wetland, watercourse or stormwater conveyance system. Special areas must be designated for washing vehicles. In all new subdivisions, a wash area may be established by the owner/developer which can be used by the site contractor and home builders. If established, wash areas shall be located where the wash water will spread out and evaporate or infiltrate directly into the ground, or where the runoff can be collected in a temporary holding or seepage basin. Gravel or rock bases are recommended for temporary holding or seepage basins, to minimize mud generation. Underdrains shall be installed where infiltration basins are provided as required by the owner/developer's engineer or the Southwest Florida Water Management District. Upon completion of the project, the wash areas shall be graded and stabilized and any trash or waste shall be collected and disposed of properly.
- (e) Fuel, chemicals, cements, solvents, paints, topsoil, or other potential water pollutants shall be stored in areas where they will not cause runoff pollution. Toxic chemicals and materials, such as pesticides, paints, and acids, must be stored in accordance with manufacturer's guidelines. Groundwater resources shall be protected from leaching by placing a plastic mat, packed clay, tar paper, or other impervious material on any areas where toxic liquids are to be opened and stored.
- (f) A minimum of one permitted driveway must be established prior to construction and shall be used as the only access for ingress/egress during construction in order to provide minimum disturbance of drainage facilities and vegetative cover on site.

**Sec. 19-44. Owner responsibility for stormwater runoff.**

- (a) The control of stormwater runoff is the responsibility of each individual property owner.
- (b) Any property owner constructing or causing to be constructed any building which requires an elevated slab and the elevation of the building pad is higher than that of adjoining properties, will control stormwater runoff during construction. Likewise, any property that is filled more than twelve inches above the adjacent property must provide additional control measures for stormwater during construction. Upon completion of the work, all stormwater runoff shall flow to its natural preconstruction drainage swale, ditch, etc., or be retained in a retention or detention pond(s) designed and constructed for that purpose.
- (c) For any construction where the elevation of the building pad or site fill will be higher than adjoining properties, construction plans certified by a professional engineer registered with the State of Florida, retained by the property owner, will be provided to the City prior to issuance of a building permit.
- (d) Any single lot not covered under Southwest Florida Water Management District rules, exceeding forty-five percent in impervious coverage (including buildings, drives, sidewalks, patios, etc.) shall require stormwater retention facilities to be designed by a Florida registered engineer. The design is to meet the City of Venice EPA/NPDES Permit requirements for quantity and quality of treatment.
- (e) The property owner's engineer will be required to certify to the City Engineer that construction was completed in accordance with the certified plans, prior to issuance of a Certificate of Occupancy.
- (f) All improvements to property affecting stormwater drainage must be done in compliance with the City's Comprehensive Plan.

**Sec. 19-145. Illicit discharges.**

It shall be unlawful for any person to discharge anything other than stormwater into the city's municipal separate

storm sewer system whether such discharges occur through piping connections, runoff, exfiltration, infiltration, seepage, or leaks. No person may maintain, use, or establish any direct or indirect connection to any storm sewer owned by the city that results in any discharge in violation of any provision of federal, state, city, or other law or regulation. This provision is retroactive to January 1, 1995, and applies to connections made prior to the effective date of this provision, regardless of whether made under a permit, or other authorization, or whether permissible under laws or practices applicable or prevailing at the time the connection was made.

No materials other than those composed entirely of stormwater shall be disposed of, dumped, or spilled into the city's municipal separate storm sewer system, whether such materials are in a solid or liquid form.

**Sec. 19-146. Inspections.**

It shall be the duty of the city engineer or designee to carry out all inspections, surveillance, and monitoring procedures necessary to determine compliance with this article.

SECTION 4. Chapter 15, Streets and Sidewalks, Article IV, Excavations, Section 15-53, Storm Drainage and Pollution, is deleted in its entirety.

SECTION 5. To the extent of any conflict between the provisions of this Ordinance, and any other Ordinance, Resolution, or Agreement of the City of Venice, Florida, the provisions of this Ordinance shall prevail.

SECTION 6. Severability. If for any reason a provision of this Ordinance or the application thereof to any person, group of persons, or circumstances is held invalid, the invalidity shall not effect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of the Ordinance are severable.

SECTION 7. Effective Date. This Ordinance shall take effect immediately upon its adoption, as required by law.

**PASSED BY THE COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 23RD DAY OF MAY, 1995.**

First Reading: May 9, 1995 - Final Reading: May 23, 1995 - ADOPTION: May 23, 1995

ATTEST: /s/LORI STELZER, CMC, CITY CLERK /S/ MERLE L. GRASER, MAYOR

I, LORI STELZER, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the Venice City Council, at a meeting thereof duly convened and held on the 23rd day of May, 1995, a quorum being present.

WITNESS my hand and the official seal of said City this 24th day of May, 1995.

/S/ LORI STELZER, CMC, CITY CLERK Approved as to form: /S/ ROBERT C. ANDERSON, CITY ATTORNEY



## **ORDINANCE 96-09**

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 19, WATER AND SEWERS, ARTICLE VI, STORMWATER QUALITY, SECTION 19-141, DEFINITION FOR INDUSTRIAL STORMWATER, SECTION 19-146, INSPECTIONS, PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Venice is responsible for the conservation, management, protection, control, use and enhancement of stormwater within its corporate limits, and for the acquisition, management, maintenance, extension, and improvement of the stormwater systems in the City; and

**WHEREAS**, the Environmental Protection Agency/National Pollutant Discharge Elimination System (EPA/NPDES) permit requires certain amendments to the existing Ordinance and extension of inspection authority on private properties.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:**

**SECTION 1.** Chapter 19, Water and Sewers, Article VI, Stormwater Quality, Section 19-141, Definition, for Industrial Stormwater is amended to read as follows:

**Sec. 19-141. Definitions.**

As used in this article, "industrial stormwater" means stormwater runoff from a site with industrial activities, as defined under 40 CFR Section 122.26 (a) (b) (14), U.S. Environmental Protection Agency regulation.

**SECTION 2.** Chapter 19, Water and Sewers, Article VI, Stormwater Quality, Section 19-146, Inspections, is amended to read as follows:

**Sec. 19-146. Inspections.**

It shall be the duty of the city engineer or designee to carry out all inspections, surveillance, and monitoring procedures necessary to determine compliance with this article. The city engineer or his duly authorized agents may enter at all reasonable times in or upon any private or public property for the purpose of inspecting and investigating conditions and practices which may be a violation of this ordinance, regulation or permit. The city engineer may, whenever necessary, make an inspection of construction sites to enforce any of the provisions of this ordinance, regulation or permit issued hereunder, or whenever an authorized official has reasonable cause to believe there exists any condition constituting a violation of this ordinance, regulation or permit issued hereunder. The city engineer shall inspect the work and shall require the owner to obtain services to provide adequate on-site inspection. If the city engineer finds that eroded soils are leaving the construction site, the city engineer may direct the owner(s) or his agents or his contractor on the site by written order to install any and all erosion controls that are deemed necessary to prevent said soil erosion from migrating off site. Notwithstanding the existence or pursuit of any other remedy, the City may maintain an action in its own name in any court of competent jurisdiction for an injunction or other process against any person to restrain or prevent violations of this ordinance.

**SECTION 3.** To the extent of any conflict between the provisions of this Ordinance, and any other Ordinance, Resolution, or Agreement of the City of Venice, Florida, the provisions of this Ordinance shall prevail.

**SECTION 4.** Severability. If for any reason a provision of this Ordinance or the application thereof to any person, group of persons, or circumstances is held invalid, the invalidity shall not effect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of the Ordinance are severable.

**SECTION 5.** Effective Date. This Ordinance shall take effect immediately upon its adoption, as required by law.

**PASSED BY THE COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 26TH DAY OF MARCH, 1996.**

First Reading: March 12, 1996 - Final Reading: March 26, 1996 - ADOPTION: March 26, 1996

**ATTEST: /s/LORI STELZER, CMC, CITY CLERK                      /S/ MERLE L. GRASER, MAYOR**

I, LORI STELZER, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the Venice City Council, at a meeting thereof duly convened and held on the 26th day of March, 1996, a quorum being present.

WITNESS my hand and the official seal of said City this 27th day of March, 1996.

**/S/ LORI STELZER, CMC, CITY CLERK    Approved as to form:    /S/ ROBERT C. ANDERSON, CITY ATTORNEY.**



**STATEMENT OF REFERENCES**  
**FOR CONTRACTOR**

NAME OF CONTRACTOR: Spectrum Underground, Inc.

BUSINESS ADDRESS: 5802 Bee Ridge Road, Suite 101 Sarasota, FL 34233

How many years have you been engaged in the business under the present firm name? 24

List previous business experience: \_\_\_\_\_

List at least three construction references:

- (1) Person to contact: Gerardo Traverso, PE, PMP  
Company Name: City of North Port  
Address: 4970 City Hall Blvd  
Telephone: 941-240-8091 Date work performed: 9/2018
- (2) Person to contact: Wendy Miskewich, Senior Project Manager  
Company Name: Hennessy Construction Services  
Address: 2300 22nd Street North, St Petersburg, FL 33713  
Telephone: 727-821-3223 x148 Date work performed: 3/2018
- (3) Person to contact: William Nichols, PE  
Company Name: City of Sarasota  
Address: 1565 First Street Sarasota, FL 34236 4/5/2018  
Telephone: 941-263-6138 Date work performed: \_\_\_\_\_
- (4) Person to contact: Steve Arrington  
Company Name: Tandem Construction  
Address: 5391 Lakewood Ranch Blvd, North, Suite 200 Sarasota, FL 34240  
Telephone: 941-780-2700 Date work performed: 3/2016

**CONTRACTOR'S STATEMENT OF  
SUBCONTRACTORS TO BE USED FOR THIS WORK**

NAME OF CONTRACTOR: Spectrum Underground, Inc.

BUSINESS ADDRESS: 5802 Bee Ridge Road, Suite 101

LIST SUBCONTRACTORS TO BE USED IN THE PROJECT:

- (1) Company Name: Superior Asphalt  
Address: P O Box 2489, Oneco, Florida  
Telephone: 941-755-2850 Phase of Work Sublet: Asphalt paving
- (2) Company Name: MSB Surveying  
Address: 31 Sarasota Center Blvd Sarasota, FL 34240  
Telephone: 941-341-9935 Phase of Work Sublet: Surveying
- (3) Company Name: L.P. Video Productions  
Address: 1818 Elsa Street Orlando, FL  
Telephone: 407-896-9727 Phase of Work Sublet: Pre construction video
- (4) Company Name: Forristall Enterprises  
Address: 2712 63rd Avenue East Bradenton, FL 34203  
Telephone: 941-729-8160 Phase of Work Sublet: Demolition

## **DRUG FREE WORKPLACE CERTIFICATION**

If identical tie bids exist, preference will be given to the vendor who submits a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

**IDENTICAL TIE BIDS:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

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

- 1) This firm 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) This firm 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) This firm 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), this firm notifies 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) This firm imposes a sanction on or requires 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) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

Spectrum Underground, Inc.

Contractor's Name Signature

  
Patricia A Sunquist, Secretary/Treasurer



### NON-COLLUSIVE AFFIDAVIT

State of Florida

County of Sarasota

SS.

Patricia A Sunquist being first duly sworn, deposes and says that:

1. He/she is the Secretary/Treasurer,  
(Owner, Partner, Officer, Representative or Agent) of Spectrum Underground, Inc. the  
Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all  
pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror 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 Offeror, firm, or person to submit a collusive or sham Proposal in  
connection with the Work for which the attached Proposal has been submitted; or have in any manner,  
directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly,  
sought by agreement or collusion, or communication or conference with any Offeror, firm, or person to  
fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or  
cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any  
collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any  
person interested in the proposal Work.

Signed, sealed and delivered  
in the presence of:

Sofia Bravo  
Shawn Chapman

By: Patricia A Sunquist  
Patricia A Sunquist  
(Printed Name)  
Secretary/Treasurer  
(Title)

### ACKNOWLEDGEMENT

State of Florida

County of Sarasota

On this 17th day of October, 2019, before me, the undersigned Notary Public of the State of  
Florida, personally appeared Patricia A Sunquist and (Name(s) of  
Individual(s) who appeared before notary) whose name(s) in/are Subscribed to the written instrument, and  
he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC  
SEAL OF OFFICE:



Cindy L. Huckaby-Reiser  
NOTARY PUBLIC, STATE OF Florida

Cindy L Huckaby-Reiser


(Name of Notary Public: Print, stamp, or type as commissioned)

☒ Personally known to me, or ☒ Produced Identification: \_\_\_\_\_ ☐ DID take an oath, or ☐ DID NOT take an oath

## PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the State of Florida's convicted vendor list following a conviction for a public entity crime may not submit a BID/ITB proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in 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, Sub-Contractor, or Contractor 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 2876.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

I, Patricia A Sunquist, being an authorized representative  
of the firm of Spectrum Underground, Inc., located at City:  
Sarasota State: Florida Zip: 34233, have  
read and understand the contents of the Public Entity Crime Information and of this  
formal BID/ITB package, hereby submit our proposal accordingly.

Signature:   
Phone: 941-342-6708  
Federal ID#: 65-0669771

Date: October 17, 2019  
Fax: 941-342-6710

**APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

**CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS**

This certification relates to a construction contract proposed by City of Venice,  
(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)  
ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)  
ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT OF (STATE OF FLORIDA EXECUTIVE ORDER 11-116)  
ARTICLE 14 ENVIRONMENTAL COMPLIANCE  
ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION  
ARTICLE 16 AMERICAN IRON AND STEEL PROVISION

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$2,000. I also agree that I will retain such certifications in my files.

  
(Signature of Authorized Official)

October 17, 2019  
(Date)

Patricia A Sunquist, Secretary/Treasurer

(Name and Title of Authorized Official [Print or Type])

Spectrum Underground, Inc.

(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

5802 Bee Ridge Road, Sarasota, FL 34233 941-342-6708

(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

65-0669771

(Employer Identification Number of Prospective Construction Contractor or Subcontractor)



Project Name:	<u>Live Oak Stormwater</u>	Month of	<u>Oct, 2019</u>
General Contractor:	<u>Spectrum Underground, Inc.</u>		
Contact Person:	<u>H R Sunquist</u>	Telephone:	<u>941-342-6708</u>
Address:	<u>5802 Bee Ridge Road, Suite 101 Sarasota, FL 34233</u>		

**DBE Information:** Circle either MBE or WBE and Complete Form.

MBE/WBE Firm Name:		Contact Person:
Date of Award:		Contract Value: \$
Completed-to-Date:	\$	Paid-to-Date:
Work Description:		Telephone #:
Comments: MBE/WBE Certification (Must be attached)		

(if you do not make the goal, you must provide good faith efforts.)

(6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in subparagraphs (1)-(5) of this section.

**6th GOOD FAITH DOCUMENTATION**

Effort # (1-6)	Type of Documentation <sup>1</sup>	Sub-Contractor/Supplier Name	Response <sup>2</sup>
1-3	Proposal request-Attachment A	Hyatt Surveying	Bid Recieved
1-3	Proposal Request -Attachment A	Ducon, LLC	Bid Recieved
1-3	Proposal Request-Attachment A	Construction Supply of Southwest FL Inc	Bid Recieved
1-3	Proposal Request-Attachment A	DeJonge Excavating Contractors Inc.	No Bid
1-3	Proposal Request-Attachment A	Bayside Sod	No Bid
1-3	Proposal Request-Attachment A	Bulldog Haulers & Equipment, LLC.	No Bid
1-3	Proposal Request-Attachment A	L & J Landscaping	Bid Recieved
1-3	Proposal Request-Attachment A	Park Coastal Surveying LLC	No Bid

<sup>1</sup>Must provide back-up documentation for the efforts.

<sup>2</sup> Response = No Bid, Not Interested, Quoted but not awarded, Quoted and awarded.



(6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in subparagraphs (1)-(5) of this section.

**6th GOOD FAITH DOCUMENTATION**

Effort # (1-6)	Type of Documentation <sup>1</sup>	Sub-Contractor/Supplier Name	Response <sup>2</sup>
1-3	Proposal Request-Attachment A	O'Neal Surveying & Mapping	No Bid
1-3	Proposal Request-Attachment A	Oneco Concrete & Asphalt	No Bid
1-3	Proposal Request-Attachment A	Florida Engineering & Surveying	No Bid
1-3	Proposal Request-Attachment A	Forristal Enterprises Inc.	Bid Received
1-3	Proposal Request-Attachment A	JMJ Hauling Inc.	No Bid
1-3	Proposal Request-Attachment A	Lag Hauling	No Bid
1-3	proposal Request-Attachment A	Aero Photo	No Bid
1-3	Proposal Request-Attachment A	L P Video Services	Bid Recieved

<sup>1</sup>Must provide back-up documentation for the efforts.

<sup>2</sup> Response = No Bid, Not Interested, Quoted but not awarded, Quoted and awarded.

(6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in subparagraphs (1)-(5) of this section.

**6th GOOD FAITH DOCUMENTATION**

Effort # (1-6)	Type of Documentation <sup>1</sup>	Sub-Contractor/Supplier Name	Response <sup>2</sup>
1-3	Proposal Request-Attachment A	Apex Productions	Bid Recieved

<sup>1</sup>Must provide back-up documentation for the efforts.

<sup>2</sup> Response = No Bid, Not Interested, Quoted but not awarded, Quoted and awarded.

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**SPECTRUM UNDERGROUND, INC.**

*EXCAVATION-DEMOLITION-STORM-SANITARY & WATER*  
5802 BEE RIDGE RD., SUITE 101  
SARASOTA, FL. 34233

OFFICE 941-342-6708  
FAX 941-342-6710  
EMAIL ESTIMATING@SPECTRUMUNDERGROUND.COM  
LICENSE # CG C008435 LICENSE # CU C 056873

**PROPOSAL REQUEST**

SPECTRUM UNDERGROUND, INC. IS CURRENTLY SOLICITING QUOTATIONS FROM  
QUALIFIED WBE & MINORITY SUPPLIERS & SUB-CONTRACTORS FOR THE FOLLOWING  
PROJECT(S):

**RE: CITY OF VENICE, LIVE OAK STORMWATER IMPROVEMENTS**

BID DATE: 10/17/19

PROPOSALS SHOULD BE RECEIVED BY OUR OFFICE WELL IN ADVANCE OF BID TIME.

PLANS FOR THE ABOVE PROJECT MAY BE REVIEWED AT OUR OFFICE OR CAN BE DOWNLOADED  
FROM DEMAND STAR WEB SITE.

ALL QUESTIONS SHOULD BE DIRECTED TO THE ATTENTION OF H. R. SUNQUIST SR.

SHOULD YOU REQUIRE ASSISTANCE IN SECURING OR REVIEWING PLANS & SPECIFICATIONS,  
PLEASE MAKE ARRANGEMENTS WITH OUR OFFICE BY CALLING 941-342-6708

SINCERELY,

H. R. SUNQUIST SR.  
VICE PRESIDENT

**CLARIFICATIONS:**

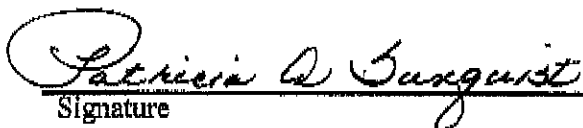
1. The Contractor can submit Alternate Traffic Control Plans for review and approval by the Owner prior to construction.

Peter A. Boers  
Procurement Department

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Acknowledgment is requested even if you have elected not to respond to this bid. A designated management representative of your firm can sign the receipt for this addendum. Please acknowledge receipt of this addendum immediately by fax to (941) 486-2790 or mail to the above noted address, if a fax is not possible.

Receipt Acknowledged:

  
Signature

Spectrum Underground, Inc.

Company

October 15, 2019

Date

ARTICLE 10 – REQUIRED FORMSRequired Forms Check List: ITB# 3110-19: Live Oak Stormwater Improvements

- ☒ Proposal Bond
- ☒ Qualifications Statement
- ☒ Co-operative Procurement with Other Jurisdictions
- ☒ Form 3A- Interest in Competitive Bid for Public Business
- ☒ Indemnification/Hold Harmless
- ☒ FDEP & U.S. EPA Construction Notices of Intent (NOI)
- ☒ Statement of References for Contractor
- ☒ Contractor's Statement of Sub-contractors
- ☒ Drug Free Workplace Certification
- ☒ Non-Collusive Affidavit
- ☒ Public Entity Crime Information
- ☒ Supplementary Conditions Appendix A - Certification Of Compliance With The Florida Department Of Environmental Protection (FDEP)-13
- ☒ Contractor's Report of Disadvantaged Business Enterprise Participation
- ☐ Statement of "No Bid" (if applicable) - N/A

**All required forms are included in this package. All forms must be filled out and returned with the firm's proposal.**

**Failure to do so will result in the firm being considered non-responsive and their proposal will be disallowed.**

**Mark N/A if not applicable to your firm**