

**CITY OF NORTH PORT
CONTRACT NO. 2026-12**

This Contract No. 2026-12 ("Contract") is entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida ("City") and Spectrum Underground, Inc. a Florida Profit Corporation,

Contractor shall furnish all labor, services and materials for this contract pursuant to the City's Request for Bid ("RFB") 2026-12. This Contract, including any attached Exhibits, Solicitation, any addenda incorporated by reference, Notice(s) to Proceed, and any applicable Purchase Orders, represent the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to subject matter and completion date of this Contract.

Contractor and City acknowledge having read and understood this Contract and hereby agree to be bound by its terms and conditions.

WITNESSETH

WHEREAS, the City requires the services of a contractor for construction of parking spaces along the South Access road of U.S. 41 between Bolander Terrace and North Port Boulevard; and,

WHEREAS, the City issued a Request for Bids ("RFB") 2026-12 on or about February 6, 2026; and,

WHEREAS, the City evaluated the responses received and found the Contractor qualified to perform the necessary services; and,

WHEREAS, City approved a Notice of Recommended Award on April 2, 2026; and,

WHEREAS, the Contractor has reviewed the services required pursuant to this Term Contract and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

1. CONTRACT TIMING.

- A. Effective Date.** This Contract becomes effective on the date approved by City Commission ("Effective Date") and terminates upon the completion of the work or as otherwise provided in this Contract.
- B. Time Is of the Essence.** Time is of the essence in the performance of this Contract.
 - (1) Notice to Proceed.** The Contractor agrees to commence operations within a mutually agreed upon time following written notification by the City to commence work ("Notice to Proceed").
 - (2) Contract Time.** All work performed under the provisions of this Contract must be completed no later than One Hundred and Eighty calendar days (180) calendar days from the notice to proceed, subject only to delays caused through force majeure. City holidays are counted as

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calendar days. The work must be substantially completed no later than One Hundred Fifty (150) calendar days from the notice to proceed, with final completion within One Hundred and Eighty calendar days (180) calendar days after attaining substantial completion or after delivery to the Contractor of the punch list of items for final completion, whichever is later ("Contract Time"). The Contract Time includes the preparation, submittal, review, and approval of submittals, delivery of materials, and construction, assembly, adjustment, and placement into service for beneficial use of all facilities covered under this Contract.

- (3) **Extensions.** Extensions will only be granted due to unforeseen circumstances or unknown site conditions that alter the scope of work. Any extension must be agreed to by the City and implemented through a contract amendment or change order that is executed by all parties to this Contract.

C. Process for Completion.

- (1) **Delivery of Documents Before Substantial Completion.** Fourteen (14) calendar days before the expiration of the time for substantial completion, the Contractor must deliver to the City the record drawings and all other submittals required in the Contract. After delivery, the City will review the work identified in the Contract, the record drawings, and other submittals, excluding pay requests.

- (2) **Notice.** The City must issue a written notice of substantial completion when the City has determined that the work identified in this Contract is substantially complete, and the record drawings are submitted and approved by the City.

(3) **Punch List.**

(a) **Preparation and Delivery of Punch List.**

- (i) The City must prepare an initial punch list with costs consistent with the RFB ("Punch List") and any related questions no later than twenty (20) calendar days after delivering the notice of substantial completion. If the costs for any work on the punch list are not included in the RFB then the costs will be negotiated and determined by mutual agreement of the parties.
- (ii) The Punch List must include each remaining item required and the costs to render the construction services complete, satisfactory, and acceptable to the City, and for the Contractor to meet its obligations under this Contract.

(b) **Contractor's Response.**

- (i) The Contractor must respond to the City and address all questions no later than five (5) calendar days after receiving the Punch List; and
- (ii) If the Contractor fails to respond in a timely manner to the City for preparation of the Punch List items to be completed, within thirty-five (35) calendar days after the notice of substantial completion, the City will notify the Contractor in writing of the Contractor's failure.

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(c) **City's Response.** The City must provide the Contractor with any changes to the initial Punch List no later than five (5) calendar days after receiving the Contractor's response.

(4) **Final Completion.** The Contractor must complete the items on the Punch List to the satisfaction of the City within the Contract Time and before submitting the application for reduction of retainage or final payment.

2. CONTRACT PRICE.

The City shall pay the Contractor for the services of this Contract an amount not to exceed SIX HUNDRED THIRTEEN THOUSAND SEVENTY-ONE DOLLARS 73 CENTS (\$613,071.73).

Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed from the City. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract. The City reserves the right to amend, reduce or cancel a notice to proceed in its sole discretion. The City's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the City Commission of North Port. The City shall promptly notify the Contractor if the necessary appropriation is not made.

3. CONTRACT DOCUMENTS.

A. **Scope and Incorporation of Bid Documents.** Contractor shall complete, to the City's satisfaction, Linear Parking Lot installation along US-41 Access Road as described in the Request for Bid No. 2026-12 ("RFB"), including plans, drawings, specifications, addenda, permits, diagrams, and other related documents, as well as the Contractor's response to the RFB (collectively, "Contract Documents"). In the event of a conflict between or among the documents or any ambiguity or missing specifications or instruction, the following priority is established:

- (1) This Contract and all attachments and exhibits.
- (2) The RFB, including all attachments and addenda.
- (3) The Contractor's response to the solicitation.
- (4) Specific direction from the City Manager or designee.

4. CONTRACTOR RESPONSIBILITIES.

A. **Supervision.**

- (1) The Contractor must supervise and direct all work performed to the best of its ability, give the work all the attention necessary for proper supervision and direction, and only employ workers with sufficient skill to perform the job assigned.
- (2) The Contractor assumes full responsibility for all acts, negligence, or omissions of its employees, for those subcontractors and their employees, and for those of all other persons doing work under a contract with the Contractor in furtherance of this Contract.

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B. Labor and Materials.

- (1) The Contractor must provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, as well as all transportation and all other facilities and services necessary for the proper completion of the work in strict conformity with the provisions of this Contract and the Contract Documents.
- (2) The Contractor represents and warrants that all equipment and materials used in the work and made a part of the structures or permanently placed in connection with the work, must be new unless otherwise specified in this Contract or Contract Documents, must be of good quality, free of defects, and in conformity with this Contract and related Contract Documents. The Contractor and the City agree that all equipment and materials not in conformity with this Contract are defective.

C. Public Records Law. In accordance with Florida Statutes Section 119.0701, the Contractor must comply with all public records laws, and must specifically:

- (1) Keep and maintain public records required by the City to perform the service.
 - (a) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>)
 - (b) "Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the City. The Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during the term and in furtherance of this Contract.

- (2) Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (3) Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and if the Contractor does not transfer the records to the City following completion of the Contract, the Contractor must maintain the project records for the time specified in General Records Schedule GS1-SL for State and Local Government Agencies.

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- (4) Upon completion of the Contract, transfer, at no cost to the City, all public records in the Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Contract, the Contractor must comply with all applicable requirements for retaining public records.
- (5) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270, publicrecordsrequest@northportfl.gov.**
- (6) Failure of the Contractor to comply with these requirements constitutes a breach of this Contract. Further, the Contractor may be subject to penalties under Florida Statutes Section 119.10.
- D. **Contractor's Affidavit.** When all work contemplated by this Contract has been completed and has been inspected and approved by the City or its authorized agent, the Contractor must furnish the City with a Contractor's Affidavit in a form acceptable to the City. Signed affidavits of payment are required from all subcontractors hired by the Contractor, unless payment is approved by the surety in accordance with Florida Statutes Section 255.05(11). The affidavits must state whether the subcontractor(s) have been paid in full or whether there are payments remaining. A list of all subcontractors must be furnished to the City before any payments against the Contract.
- E. **Subcontractors and Suppliers.** All contracts between the Contractor and any subcontractor that the Contractor hires must conform to the provisions of this Contract and the Contract Documents. The Contractor must incorporate the requirements of this Contract in the subcontracts. The Contractor must furnish the City with a list of all subcontractors and suppliers before any payments against the Contract. All subcontractors are subject to the City's approval. No change in subcontractors or suppliers will be made without written consent and approval from the City. All subcontractors must comply with Florida Statutes Section 448.095 for registration and use of the E-Verify system operated by the United States Department of Homeland Security.
- F. **Licenses and Permits.** The Contractor must pay all taxes required by law in connection with the activities done in furtherance of this Contract including sales, use, and similar taxes, and unless otherwise mutually agreed to in writing, must secure all licenses and permits necessary for proper completion of the work, and pay any related fees.
- G. **Laws and Regulations.** Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract. The Contractor must comply with all laws, ordinances, rules, regulations, and orders of all public authorities relating to the performance of

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the work required. If any of the Contract documents are at variance with any law or regulation, the Contractor must notify the City promptly upon discovery.

- H. E-Verify System.** During the term of this Contract, the Contractor must be registered with and use the Department of Homeland Security E-Verify System as required by Florida Statutes Section 448.095, Employment Eligibility, including but not limited to verifying the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor must maintain a copy of the affidavit for the duration of the Contract.

5. CONTRACTOR REPRESENTATIONS.

Contractor makes the following representations:

- i. Contractor has familiarized himself with the nature and extent of the contract documents, work, locality, all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- ii. Contractor declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other contract documents relative thereto and has read all the addenda furnished before the opening of bids, and that he has satisfied himself relative to the work to be performed.
- iii. Contractor has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality, and quantities of work to be performed, materials to be furnished, and requirements of the plans and other contract documents.
- iv. Contractor has carefully studied all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work, and no additional examinations, investigations, tests, reports, or similar data are or will be required by the Contractor for such purposes.
- v. Contractor has given City written notice of all conflicts, errors, or discrepancies that he has discovered in the contract documents and any written resolutions thereof are acceptable to the Contractor.
- vi. Contractor declares that submission of a bid for the work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Section, and that contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- vii. Equal Opportunity: The Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.

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- viii. Public Entity Crimes: Pursuant to §287.133(3)(a), F.S., 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

6. PAYMENT.

- A. **Payment Requests.** The Contractor must submit all payment requests, along with an updated work schedule reflecting the progress of all work in a City approved form. Payment requests must be accompanied by either written approval and direction of the surety, or receipt of updated affidavits of payment by subcontractors and/or suppliers, in accordance with Florida Statutes Section 255.05(11). The Contractor's payment request must include any changes approved in previous payment requests.
- B. **Payment.** The Contract Price is net, and all payment requests are payable according to the Florida Local Government Prompt Payment Act (Florida Statutes Section 218.70, *et seq.*). The City or its authorized agent will make payment to the Contractor for all services or work completed or materials furnished in accordance with this Contract only upon certification and approval of the payment request.
- C. **Timing of Payments; Retainage.**
- (i) The City will not make payments to the Contractor more frequently than monthly. Payment must be based on the total value of the work completed and accepted during the preceding month, less five percent (5%) retainage.
 - (ii) Notwithstanding any other section of this Contract, within 28 calendar days after delivery of the completed Punch List, and after receipt of a proper payment request, the City must pay to the Contractor the remaining Contract Price less 150 percent (150%) of the estimated cost to complete the items on the Punch List.
 - (iii) The City must inform the Contractor's surety of any reduction in retainage. Retainage may be reduced upon issuance of the Certificate of substantial completion by the City if, in the sole opinion of the City, sufficient progress on the schedule has been accomplished, all required affidavits have been provided, and the City has retained adequate coverage for the project through the achievement of Final Completion.
- D. **Improper Payment Request.** The City will determine any dispute between the Contractor and the City concerning a payment request pursuant to the City's dispute resolution procedure, as referenced in this Contract. The City will pay the undisputed portion of the payment request within twenty (20) business days after receipt of the payment request.

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E. Payment Not Required. The City is not obligated:

- (1) For the payment or release of any amounts that are the subject of a good faith dispute made in writing and delivered to the Contractor; or
- (2) For processing or paying retainage, if the City has notified the Contractor in writing of its failure regarding the development of the Punch List or any contractual responsibilities regarding the Punch List or a claim relating to the bond.

F. Final Payment. The Contractor's submittal for final payment must include the Contractor affidavit, final waiver and release of lien for all subcontractors, materialmen and suppliers, warranty of work, and consent of surety in the forms acceptable to the City. The City's or its authorized agent's approval is required before making final payment for all work, materials, or services furnished under this Contract.

7. LIQUIDATED DAMAGES.

A. Generally. The work performed must be completed within the Contract Time.

B. Amount. The City and the Contractor agree that the City will suffer damages if the work is not substantially completed within the Contract Time, plus any extensions allowed by Change Order(s). The parties further agree determining the exact value of the City's damages due to a delay in the substantial completion of the work would be a difficult, time consuming, and costly process. The parties agree that it is in their mutual interest to establish a figure of **One-Thousand Six -Hundred and Nine Dollars and No Cents (\$1,609.00)** as liquidated damages (but not as a penalty) to be paid by the Contractor to the City for each calendar day that substantial completion is delayed beyond the Contract Time.

C. Adjustments prohibited. The parties agree that neither will make any claim to increase or reduce the amount to be paid under liquidated damages as the result of any calculation of actual damages the City suffered as the result of delay in the substantial completion of the work.

8. BOND REQUIREMENTS.

A. 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 will 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;

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- (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.
- B. 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.
- C. Surety Acceptance of Terms.** The Contractor warrants that the Contractor delivered this Contract to the surety before execution of the bond, and that the surety company acknowledged that it has read the surety qualifications and surety obligations imposed by this Contract and satisfies all conditions.
- D. Delivery of the Bond.** The Contractor must provide the required performance and payment bond to the City within ten (10) calendar days of the Effective Date. The Contractor's failure to provide the bond timely 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 Contractor 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.
- E. Recording the Bond.** The Contractor is responsible and bears all costs associated with recording the required bond or security with the Sarasota County Clerk of the Circuit Court. The Contractor must furnish the receipt for and certified copy of the recorded bond to the Purchasing Division at the time of the pre-construction meeting. The default is only curable at the option of the City.

9. CONTRACTOR'S INSURANCE.

A. Insurance.

- (1) Before performing any work, the Contractor and subcontractors must procure and maintain during the Contract Time the insurance identified in this Section 8 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 insurance policies must remain in full force and effect until their obligations and warranty periods have been discharged or satisfied.
- (2) The policies of insurance must be primary and written on forms acceptable to the City, placed with insurance carriers approved and licensed by the State of Florida Department of Financial

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Services, and meet a minimum financial A.M. Best and Company, Inc. rating of no less than "A – Excellent: FSC VII."

- (3) The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon written agreement with the Contractor.
 - (4) Proof of insurance must be filed by the Contractor with the City within ten (10) calendar days after the Effective Date of this Contract.
 - (5) These insurance requirements are minimum requirements 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 by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor is free to purchase additional insurance as it may determine necessary. The extent of the 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 \$1,000,000 for each accident; \$1,000,000 for each employee; and \$1,000,000 policy limit for bodily injury or disease.
- C. Comprehensive Commercial General Liability Insurance.** 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.
- (1) The general aggregate limit must apply separately to this Contract, or the general aggregate limit must be twice the required occurrence limit.
 - (2) 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; \$1,000,000 for damage to rented premises; and \$100,000 for fire damage.
- D. Automobile Liability Insurance.** Automobile liability insurance to include all owned, leased, hired, and non-owned vehicles.
- (1) Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if the Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.
 - (2) 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.
- E. Other Insurance.** Other insurance is only required if checked below. If not checked, the referenced insurance is not required.

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- [] **Builder's Risk Insurance for the Course of Construction or Installation Floater Insurance.** The policy must include the "All Risk" (Special Perils) coverage with limits equal to the completed value of the project; and must not include coinsurance penalty provisions.
- [] **Contractor's Pollution Legal Liability for Projects Involving Environmental Hazards.** The policy must include liability insurance with a limit of \$_____ for each occurrence or claim and \$_____ for policy aggregate.
- [] **Environmental/Pollution Liability.** Required when chemicals being used are listed as "hazardous" on www.epa.gov website. The Environmental/Pollution Liability policy must include a limit of \$_____ general aggregate, and \$_____ each occurrence. The Contractor must notify the City before usage of hazardous chemicals so that adequate insurance coverage is provided before use. Failure to notify the City shall be deemed a material breach of this Contract.

F. 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. **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.**

G. 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 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, the 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.

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(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. The Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City.

(6) All certificates of insurance must be approved by the City before commencement of any work. 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 before commencement of the work and a minimum of thirty (30) calendar days before expiration of the insurance contract when applicable. The certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements of this Contract. No changes may be made to these specifications without prior written approval by the City Manager or designee.

H. Notices. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed must be provided to the Contractor's insurer(s) and the City's Purchasing Division as soon as practicable after notice to the insured Contractor.

10. INDEMNITY, DEFENSE, AND RELEASE.

CONTRACTOR ASSUMES ALL LIABILITY FOR, AND REELASES 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

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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. THE INSURANCE COVERAGE REQUIREMENTS ARE NOT A LIMITATION OF LIABILITY FOR CONTRACTOR OR A CAP ON ANY DAMAGES OWED TO THE CITY. NOTHING HEREIN SHOULD BE CONSTRUED AS A WAIVER OF THE CITY'S RIGHTS AS SET FORTH IN F.S. 768.28. THIS SECTION SHALL SURVIVE THE CONTRACT'S EXPIRATION.

11. TERMINATION.

- A. Termination With or Without Cause.** The City Manager or designee may terminate the work under this Contract with or without cause, in whole or in part, whenever the City Manager or designee determines that termination is in the City's best interest.
- (1)** Any termination must be effective by delivery to the Contractor of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the work is terminated and the date upon which the termination becomes effective.
 - (2)** Except as otherwise directed, the Contractor must cease all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
 - (3)** The Contractor must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services.
 - (4)** The City must pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under this Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims or to pay indebtedness of the Contractor in accordance with the provisions of this Contract. The City has no obligation under any circumstance to make any payment to the Contractor for services that have not been performed or that are performed after the termination date.
- B. Termination for Non-Appropriation.** The City's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the City Commission. The City shall promptly notify Contractor if the necessary appropriation is not made and will not be subject to financial penalty for terminating this contract due non-appropriation.
- C. Termination for Abandonment.** THE City may terminate this contract if the Contractor abandons performance under this Contract. The City will provide three (3) calendar days' written notice to the Contractor and cite the evidence of the Contractor's abandonment.
- D. Contractor's Termination.** The Contractor may terminate this Contract only in the event of the City failing to pay the Contractor's properly documented and submitted payment request within

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ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.

- E. Court Proceedings.** The City Manager or designee reserves the right to terminate this Contract in the event the Contractor is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor, or an assignment is made for the benefit of creditors.
- F. Breach.** In the event the Contractor is in breach of this Contract, the City must provide written notice of the breach and the Contractor will have ten (10) calendar days to cure, calculated from the date the Contractor receives the notice. If the Contractor fails to cure within the ten (10) calendar days, the City Manager or designee may immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and may demand the return of a portion or the entire amount previously paid to the Contractor due to:
- (1) The quality of a portion or all the Contractor's work not being in accordance with the requirements of this Contract;
 - (2) The quantity of the Contractor's work not being as represented in the Contractor's payment request, or otherwise;
 - (3) The Contractor's rate of progress is, in the City's opinion, whether substantial or final completion, or both, inexcusably delayed;
 - (4) The Contractor's failure to pay the Contractor's project related obligations including, but not limited to, subcontractors, laborers, materialmen, equipment, and other suppliers;
 - (5) Claims made, or likely to be made, against the City or its property;
 - (6) Loss caused by the Contractor;
 - (7) The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure, as set forth above; or
 - (8) Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract.
- G. Waiver.** Any delay or failure to enforce any breach of this Contract by either the City or the Contractor will not be binding upon the waiving party unless the waiver is in writing. In the event of a written waiver, the waiver will not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.
- H. Payment Adjustments.** If the City makes written demand upon the Contractor for amounts previously paid by the City, the Contractor must promptly comply with the demand. The City's rights hereunder survive the term of this Contract and are not waived by final payment and/or acceptance.

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I. E-Verify Violation.

- (1) If the City has a good faith belief that the Contractor has knowingly violated Florida Statutes Section 448.09(1), then this Contract may be terminated by the City.
- (2) If the City has a good faith belief that a subcontractor has knowingly violated Florida Statutes Section 448.09(1), but the Contractor has otherwise complied, then the City must promptly notify the Contractor and order the Contractor to immediately terminate this Contract with the subcontractor.
- (3) The Contractor must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.

J. Remedies. In the event of a default or breach of the Contract terms, the City may avail itself of every remedy specifically given to it now existing at law or in equity, and every remedy must be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in the order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy must not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

K. Dispute Resolution Procedure. Any dispute must be finally determined by the City pursuant to the City's dispute resolution procedure, and must commence within 30 days after the City's receipt of the payment request. Upon invoking the dispute resolution process, If the Contractor sends the City an overdue notice, then the City must notify the Contractor within 6 calendar days of receipt of an overdue notice; identify the items in dispute; and that the City has initiated the dispute resolution process. The City must issue its final decision in writing and conclude the dispute resolution proceeding within 45 days after the date the proper payment request is received by the City.

12. EQUAL EMPLOYMENT OPPORTUNITY.

The City of North Port, Florida, consistent with the provisions of Title VII of the Civil Rights Act of 1964 ("Title VII") and the regulations issued pursuant to Title VII and Florida Statutes Section 287.09451, states that in any contract entered into pursuant to the advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to the advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

13. NOTICES.

Any notice, demand, communication, or request required or permitted by this Contract must be sent by certified mail, return receipt requested, or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, and others) that provides evidence of delivery, at the address provided for receipt of notices in this Contract and e-mailed to:

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As to the City: Anthony Friedman, P.E., PTOE, City Engineer
City of North Port
Public Works
1100 N. Chamberlain Blvd
North Port, Florida 34286
941.240.8098
Afriedman@northportfl.gov

**With copies of claims
and demands sent to:** City of North Port, Florida
City Attorney's Office
4970 City Hall Boulevard
North Port, Florida 34286
northportcityattorney@northportfl.gov

As to Contractor: Spectrum Underground, Inc.
Harlan R. Sunquist, Jr.
5717 Bessie Drive
Sarasota, Florida 34233
941.342.6708
hsunquistjr@spectrumunderground.com

Notices are effective when received at the addresses specified above. Changes to the respective addresses may be made from time to time by either party by written notice. This Section must not be construed to restrict the transmission of routine communications between representatives of the Contractor and the City.

14. ATTORNEYS' FEES.

The prevailing party in any proceedings between the parties arising out of or related to this Contract must be reimbursed all costs, expenses, and reasonable attorneys' fees through all proceedings, at both trial and appellate levels.

15. SCRUTINIZED COMPANIES.

- A. Certification.** As required by Florida Statutes Section 287.135(2), for contracts of any amount, the Contractor must certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. Requirements.** As required by Florida Statutes Section 287.135(5), for contracts of \$1,000,000 or more, the Contractor must certify on a form provided by the City, that all of the following are true:
- (1)** The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel; and

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(2) The Contractor is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes Section 215.473; and

(3) The Contractor is not engaged in business operations in Cuba or Syria.

C. **Termination.** If the Contractor provides a false certification or has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the Contractor will be in breach of this Contract and the City may terminate this Contract.

D. **Penalty.**

(1) A Contractor that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of this Contract, plus all reasonable attorneys' fees and costs, including any costs for investigations that led to the finding of the false certification; and

(2) Will be ineligible to bid on any contract with the City for three (3) years after the date the City determined that the Contractor submitted a false certification.

16. FORCE MAJEURE.

Force Majeure: if performance of any obligation created under this Contract become illegal or impossible by reason of:

1. A strike or work stoppage, unless caused by a negligent act or omission of either party;
2. An act of God, such as hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
3. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
4. A declared emergency of the federal, state, or local government;
5. or any other like event that is beyond the reasonable control of the non-performing party;

Then the performance of the obligation is suspended during the period of, and only to the extent of, the prevention or hindrance. The non-performing party must provide written notice within five (5) calendar days of the event of force majeure, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the

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duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay. Construction Manager must continue to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Contract. Economic hardship of a party does not constitute an event of force majeure. A party must not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated before, during, or immediately after their occurrence. The non-performing party's affected obligations under this Contract will be temporarily suspended during, but not longer than, the continuance of the event of force majeure and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance will not be excused under this Section for a period exceeding two (2) consecutive months, provided that in extenuating circumstances, the City may excuse performance for a longer term. The term of this Contract will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section. Any delay claimed under this Section will be reduced by the portion of any such delay caused by any act or omission of the CONTRACTOR, its Trade Contractors or lower-tier subcontractors, or anyone for whom the CONTRACTOR is responsible. Any delay under this Section must only be such period of time as the delay continues after CONTRACTOR has given written notice of such delay and its claimed reason therefore to City and Design Consultant. Contractor must notify the City promptly of any event or occurrence which may require modification to the Project Schedule or any component or segment thereof.

17. MISCELLANEOUS.

- A. **Authority to Execute.** The signature by any person to this Contract will be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. **Counterparts.** This contract may be executed in counterparts.
- C. **Governing Law and Venue.** The laws of the State of Florida govern this Contract. The exclusive venue for any judicial proceedings for disputes arising from this Contract is the Twelfth Judicial Circuit in and for Sarasota County, Florida.
- D. **No Agency.** Nothing contained herein must be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that no provision, or any acts of the parties will be deemed to create any relationship between them other than that as detailed.
- E. **Severability.** In the event any court holds any provision of this Contract to be illegal, invalid, or unenforceable, the remaining provisions must be valid and binding upon the parties.

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- F. **Waivers.** One or more waivers by either party of any breach of any provision, term, condition, or covenant must not be construed as a waiver of a subsequent breach by the other party.
- G. **Headings.** The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Contract and do not affect its construction.
- H. **Amendment.** Contract amendments are only enforceable if agreed to in writing by both parties and incorporated into this Contract. Any amendment that changes the City's financial obligations under this Contract requires City Commission approval. The City Commission authorizes the City Manager or designee to approve and execute all Contract amendments on behalf of the City that do not change the City's financial obligations under this Contract.
- I. **Assignment.** City approval is required in writing for any assignment by the Contractor of a right or duty arising from this contract.
- I. **Non-Discrimination.** The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The Contractor must not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

(This space intentionally left blank; signature pages to follow)

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IN WITNESS WHEREOF, the parties have executed this Contract on the dates as indicated below.

CONTRACTOR
SPECTRUM UNDERGROUND, INC.

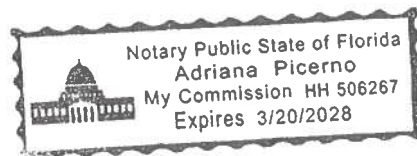
By: [Signature]
Name: Harlan R. Sunquist, Jr.
Title: CEO

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 25th day of June 2026, by Harlan R. Sunquist, Jr. (name), as CEO (title) for Spectrum Underground, Inc.

[Signature]
Notary Public

Personally Known X OR Produced Identification _____
Type of Identification Produced N/A



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Approved by the City Commission of the City of North Port, Florida on July 21, 2026 .

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY