

**CONTINUING CONTRACT
FOR CONSTRUCTION TRADE CONTRACTOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 16th day of December 2024 by and between the **CITY OF LAKE LAND, FLORIDA**, hereinafter referred to as “City,” located at 228 S. Massachusetts Avenue, Florida 33801, and **REGISTER CONSTRUCTION AND ENGINEERING, INC.**, a Florida corporation, located at 3730 New Tampa Highway, Lakeland, Florida 33815, hereinafter referred to as “Contractor”.

WITNESSETH:

WHEREAS, City wishes to obtain Construction Trade Professional services on a continuing basis pursuant to City of Lakeland Request for Qualification 2024-RFQ-289 (“RFQ”); and

WHEREAS, Contractor is qualified and willing to provide such services in accordance with the City’s RFQ; and

WHEREAS, the City, in the manner prescribed by law, has selected the Contractor to perform the services set forth in the RFQ and this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM

1.1 This Agreement is to become effective on December 16, 2024 (“Effective Date”) and shall remain in effect for a three (3) year initial term, unless terminated as provided herein. Additionally, the parties agree that the term may be extended, following expiration of the initial term and upon mutual written agreement, for two (2) additional one (1) year terms.

1.2 The term of any Task Authorization, as described in Section 3.0 hereof, shall be as set forth in such Task Authorization. Any Task Authorization in effect at the termination of this Agreement shall remain in effect until completion of said Task Authorization, and all of the terms and conditions of this Agreement shall survive until completion of all Task Authorizations.

2.0 DEFINITIONS

Wherever used in this Agreement or in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable of both the singular and plural thereof:

- a. Addendum – Changes to the original Agreement.
- b. Approved – Approved, acceptable, considered necessary, satisfactory, or words of similar meaning shall mean approved, acceptable, considered necessary or satisfactory to or by the City

- c. Change Order – A written order to Contractor signed by the City authorizing an addition, deletion, or revision in the Work, or an adjustment in the Task Authorization Price or Schedule issued after execution of the Task Authorization.
- d. Contract – Contract shall mean the definitive final written agreement between City and Contractor.
- e. Contract Documents – The Contract Documents shall mean, collectively, and in hierarchical order, the Contract including all attachments thereto, City approved addendum or change order, the Task Authorization, the Public Construction Bond, the City’s Purchase Order and Contractor’s Task Proposal which are intended to be complementary, and what is required by any one of them shall be as binding as if required by all.
- f. Contract Time – The total number of calendar days and any completion dates for phases or segments of the Work shown on the Task Authorization Final Schedule to be completed by the parties.
- g. Contract Price – The total monies, payable to Contractor under terms of the Task Authorization.
- h. Contractor – The person, persons, partnership, company, or corporation undertaking the performance of the Work required by the Contract.
- i. Day – A calendar day or any fraction thereof.
- j. Equal – The words "or equal" used in connection with materials, products, or equipment designated by manufacturer's names, trade names or catalog numbers are intended to establish a standard. Other materials, products, or equipment meeting or exceeding the established standard may be used provided that their equivalency has been demonstrated to the satisfaction of the City and that written approval of their use has been obtained.
- k. Field Order – A written order signed by the City and Contractor as an agreement of clarification of the Contract and not any adjustment in the Contract Price or Time.
- l. "Hazardous Materials" shall mean those materials included within the definitions of “hazardous substances”, “hazardous materials”, toxic substances”, “contaminants” or “hazardous wastes” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Sections 9601, et seq.); the Hazardous Materials Transportation Act, as amended (49 USC Sections 1801, et seq.); the Resource Conservation and Recovery Act, as amended (42 USC Sections 9601, et seq.); the Toxic Substance Control Act as amended (15 USC Section 2601 et seq.); the Environmental Protection Act, R.S.O. 1990, C.E. 19; the Environmental Protection Act, S.C. 1991 c. 15.3, as amended; and in any of the regulations adopted, published, and promulgated pursuant to said laws, or in any other Laws and Regulations.
- m. Installation – Installation includes in addition to actual installation, all unloading, warehouse handling, rigging and hoisting, and furnishing of all tools, equipment and materials required to handle and install the Work, except as otherwise specified in the Task Authorization.

- n. Jobsite – The site upon which the Work is to be performed. The terms “Jobsite” and “Worksite” may be used interchangeably.
- o. Manufacturer – An individual, firm or corporation who is furnishing material or equipment to either the City or Contractor or both.
- p. By Others – Refers to labor or materials to be furnished by the City, by a contractor or subcontractor other than Contractor
- q. City – The City of Lakeland or its authorized representatives, successors or assigns.
- r. Project – The entire construction and Work to be performed as provided in the Task Authorization.
- s. Provisional Acceptance – Provisional Acceptance shall occur upon successful completion of all of the Work except for; (i) final completion of the punch list, (ii) delivery of as-builts and, (iii) completion of the applicable Performance Test(s).
- t. Purchase Order (PO) – A Work authorization document issued by the City’s Purchasing Department with the words “Purchase Order” clearly marked on the top right corner, a PO number used for reference shown on the front, a Task Authorization number reference, a description of the Work or a listing of the applicable Contract Documents, an authorized City signature and stating the amount of lawfully authorized funds.
- u. Schedule – The agreed upon sequence of activities with start and finish dates of a Task Authorization including logical relationships of activities, deliverables, and milestones agreed to at issuance of Purchase Order or as modified thereafter as provided in the Contract.
- v. Shop Drawings – All Manufacturer's and Contractor’s drawings, diagrams, illustrations, brochures, schedules, and other data which illustrate the details of the equipment, material and Work to be furnished for the Project.
- w. Work – Work shall mean all of the activities as generally described in the scope sections of each Task Authorization.

3.0 TASK AUTHORIZATION FORM AND APPROVAL

3.1 The City shall make request of Contractor to perform construction services on a ‘task’ basis. The City will communicate with Contractor, in writing, a general description of the task to be performed. The Contractor will generate a detailed ‘Scope of Work’ document, prepare a schedule, add a not to exceed price (unless stated otherwise in the Task Authorization, not to exceed prices shall include expenses), a firm lump sum, or estimated price, as requested by the City to accomplish the task, and send its “Task Proposal” to the City in an electronic format agreeable to the City. If a site visit by Contractor is needed to generate the scope document, Contractor shall request approval prior to visiting the site. The City will review the proposal, and if the description is mutually acceptable, the parties will enter into a written “Task Authorization” with the agreed Task Proposal incorporated with the City’s designated Task Authorization. The final fully executed Task Authorization shall supersede any previous Task Proposal. Upon receipt of the fully

executed Task Authorization from the City, the Contractor shall perform the services set forth therein.

3.2 The City's internal approval policy and procedures for "Task Authorization" limits and approvals shall apply to this Agreement. Coordination of "Task Authorization" approvals shall be handled solely by the City.

3.3 Unless authorized in writing by the City, the Contractor shall not include with the Task Proposal any conflicting terms and conditions to this Agreement, nor any rate schedules, signature requirements or acceptance forms, notice to proceed forms or purchase order for City approval.

4.0 **DESCRIPTION OF SERVICES**

4.1 The Scope of Services provided by the Contractor shall include all phases of construction services identified in the RFQ as specifically set forth in **Exhibit A**.

5.0 **CHANGES IN THE SCOPE OF WORK**

5.1 City may make changes in the services at any time by giving written notice to Contractor. If such changes increase (additional services) or decrease or eliminate any amount of work, City and Contractor will negotiate any change in total cost or schedule modifications. If City approves any change, the Task Authorization will be modified to reflect the changes; and Contractor shall be compensated for said services in accordance with the terms of Section 8.0 herein. All Change Orders shall be authorized in writing by City's designated representative.

5.2 All of City's said Task Authorizations and amendments thereto shall be performed in strict accordance with the terms of this Agreement unless specifically modified in writing within the Task Authorization.

5.3 City may, during the progress of the Work, order additional Work to the Task Authorization requirements or make changes, in writing, in the amount of the Work as specified without invalidating the Agreement. No claim for additional compensation will be allowed unless covered by such a written change order. If City approves any change, the Task Authorization will be modified to reflect the changes; and Contractor shall be compensated for said services in accordance with the terms of Section 8.0 herein. All change orders shall be authorized in writing by City's designated representative. Change orders shall include a negotiated lump sum amount or agreed upon unit price. All claims for extension of time due to such change orders shall be approved at the time the change order is authorized.

5.4 Any plan of action, method of work, or construction procedure suggested orally or in writing to the Contractor by any City employee or agent which is not set out in change orders or other written directives issued in accordance with the Contract Documents, if

adopted or followed by the Contractor in whole or in part, shall be performed at the sole risk and responsibility of the Contractor.

6.0 SCHEDULE

6.1 The Contractor shall provide a Schedule in an electronic format sufficiently detailed to allow the City to coordinate all Work with on-going operations, maintenance and outages. The City shall provide progress updates to the Schedule in support of daily and weekly production meetings between the Contractor, City and any other party deemed necessary by the City.

6.2 No extension for completion of services shall be granted to Contractor without City's prior written consent, except as provided in Sections 5.0 and 26.0 herein.

6.3 Contractor shall perform its services in conformance with the mutually agreed upon schedule set forth in the negotiated Task Authorization. Contractor shall complete all of said services within the time specified in the Task Authorization, or as extended by a written change order and will keep City apprised of the status of work through project meetings and/or progress reports on at least a monthly basis. The Contractor shall prosecute the Work continuously in such a manner and in such order of precedence as may be directed by the City to meet the specified dates. Should Contractor fall behind the agreed-upon schedule, it shall employ such resources so as to comply with the agreed upon schedule.

6.4 Time is of the essence to all Task Authorizations issued pursuant to this Agreement and the Contractor agrees, at no additional cost to the City, to take all steps necessary to meet the completion dates stated in the City's production schedule. If, through no fault of the City, the Contractor falls behind the project schedule at any time during the performance of Work, the Contractor shall immediately and/or upon notification from the City, work overtime and/or add workers, and/or take other action as may be necessary to promptly bring the Work back on schedule without any additional cost or obligation to the City.

7.0 PROGRESS MEETINGS

7.1 City's designated Project Manager may require periodic progress meetings and/or progress reports on a monthly basis, or more frequently if required, during the term of any Task Authorization entered into under this Agreement. Contractor's Project Manager and all other appropriate personnel shall attend any such meetings as designated by City's Project Manager, and Contractor shall be compensated at the billing rates set forth in Section 7.0.

8.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONTRACTOR:

8.1 The "Contractor's Professional Services Fee Schedule" (the "Fee Schedule") as set forth in **Appendix A** shall be used as a basis for payment for all services performed under Task Authorizations issued pursuant to this Agreement. These hourly rate schedules shall include wages, salaries, taxes, insurance, overhead and profit. The hourly rates set forth in the Fee Schedule are firm for the initial term but are subject to an equitable adjustment that

is to be negotiated prior to renewal of the Agreement. Any adjustments to the Fee Schedule must be mutually agreed to, in writing, by the City and Contractor.

- 8.2** The City of Lakeland Consultant Expense Reimbursement Policy, as amended from time to time, as set forth in **Appendix B** is used as the basis for payment for actual costs of all reimbursable expenses incurred in connection with the services rendered. Reimbursable expenses shall include, but not limited to – telephone, printing, subsistence, automobile expenses which are directly or indirectly in connection with the Project. Said reimbursable expenses shall be passed through at a cost factor of 1.0.
- 8.3** The “Deliverables” are defined as reports, findings, specifications or anything else that is the end product or work performed by the Contractor for the City. Deliverables and other derived work product shall be owned by the City. Contractor shall, within such time constraints as may be set forth in the Scope of Work/Task Authorization, submit to City the deliverables as identified in the Scope of Work/Task Authorization; and Contractor shall upon completion of all work, submit to the City all information developed in the course of the services. Contractor shall, upon request by City and upon completion or termination of this Agreement, deliver to City all material furnished to Contractor, provided the City identifies those materials in writing.
- 8.4** Payment/Compensation: City agrees to pay or compensate the Contractor for the Professional Services performed on each Task Authorization in accordance with one of the following methods, unless otherwise provided herein or in the Task Authorization:
- 8.4.1** Not to exceed cost based upon the rates set forth in the Fee Schedule set forth in **Appendix A**. (Unless stated otherwise in the Task Authorization, not to exceed prices shall include expenses).
- 8.4.2** Lump sum cost based upon the “Contractor’s Professional Services Fee Schedule.”
- 8.5** Services-Additional: City shall pay Contractor as follows:
- 8.5.1** Professional Associates, Consultants and/or Subcontractors: For services and expenses of independent professional associates, consultants and/or subcontractors employed by Contractor, such amount shall not exceed cost plus eight percent (8%) for invoices to the City.
- 8.5.2** Expert Witness: For any litigation, arbitration or other legal or administrative proceeding and for time spent in preparation for such litigation, on the same basis as set forth in Sections 8.1 and 8.2.
- 8.6** Times of Payments: At monthly intervals, unless specified otherwise in the Task Authorization, Contractor shall submit statements for Services, Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon Contractor’s actual manpower expended and actual expenses incurred within the billing period.

8.7 At the end of each billing period, the Contractor shall provide to the City a report showing the actual progress of the consulting work completed compared to the Project schedule for completion of the work to the end of such period.

8.8 Other Provisions Concerning Payments: In the event of termination by City under Section 26.0 during the performance of the Services, payments due Contractor up to the point of termination, including payments for services rendered, and all costs incurred shall constitute total payment for such services.

8.9 Records of Contractor's Salary Costs and Expenses pertinent to Contractor's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. These records will be made available to City for audit upon request by City. Copies will be made available to City on request prior to final payment for Contractor's services.

8.10 Contractor shall provide City's designated Project Manager with monthly time sheets or labor-cost statements for services rendered during the preceding month, if applicable. Each time sheet shall state the names and classifications of all personnel who performed services during said month under the Task Authorization, and the number of hours worked by each.

9.0 CHARGES FOR SERVICES AND CORRECTIVE WORK

9.1 If at any time the Contractor requests the City to do any work to assist the Contractor in any manner, City may invoice the cost of such work, and the Contractor shall make payment to the City by submitting actual payment to the City or by indicating a credit on the following invoice Contractor submits to the City.

9.2 Work not strictly conforming to the requirements of the Contract documents that requires corrective action as a result of any Contractor error(s), omission(s) or negligence, shall be the responsibility of the Contractor, including all costs associated with the correction of the defective work. City, in its sole discretion, may either invoice the Contractor for the cost of such work for which Contractor shall make payment to the City or require Contractor to provide a credit on subsequent work performed pursuant to this Agreement in an amount equal to the cost(s) incurred by the City to correct Contractor's work as provided herein.

10.0 INVOICES

10.1 The Contractor shall submit monthly invoices to the City unless otherwise provided in a Task Authorization. Separate invoices shall be submitted for labor and/or material(s).

a. All original invoices shall be sent to Lakeland Linder International Airport at:

Lakeland Linder International Airport
Attn. Accounts Payable
3900 Don Emerson Dr. Ste 210
Lakeland, FL 33811

With a Copy of the invoice sent to the City's Project Leader, CityHallAP@lakelandgov.net and AirportFinance@lakelandgov.net

- b. City may withhold payment if the Contractor is in violation of any terms and conditions of the Contract Documents.

10.2 A separate invoice must be submitted for each individual Task Authorization. Invoices must show a breakdown of the number of hours worked by each person charging time to the Task Authorization, hourly billing rate and any reimbursable expenses, if applicable.

11.0 RIGHT TO INSPECTION

11.1 City or its affiliates shall at all times have the right to review or observe the services performed by Contractor.

11.2 City, or its designated representative, shall have the right to review and inspect all of the accounting records, for salaries and expenses, kept by the Contractor for the work performed for the City. Such inspection shall be at the City's expense and shall occur during normal business hours.

11.3 No inspection, review, or observation shall relieve Contractor of its responsibility under this Agreement.

12.0 INSURANCE

12.1 Contractor shall maintain in force during the term of this Agreement, at its own expense, insurance as set forth in **Attachment No. 1**, which is hereby made a part of this Agreement.

13.0 LICENSES

13.1 The Contractor will obtain and maintain at its own expense all licenses required to comply with all City, County, State and Federal requirements. Contractor's Project Manager for each Task Authorization issued under this Agreement shall be licensed under the laws of the State of Florida.

14.0 REASONABLE ACCESS

14.1 During the term of this Agreement, City shall grant Contractor reasonable access to the City's premises for purposes of fulfilling its obligations under this Agreement.

15.0 SAFETY

15.1 Contractor agrees to comply with City's safety standards while on the property of City. A listing of City's standard safety standards is included in **Attachment No. 2**, which is hereby made a part of this Agreement.

15.2 Contractor shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

16.0 **COMPLIANCE WITH LAWS AND REGULATIONS**

16.1 Contractor shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

17.0 **WARRANTIES**

17.1 Contractor warrants that the services provided hereunder shall conform to all requirements of this Agreement; shall be consistent with recognized and sound industry practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.

17.2 Should any work done during the guarantee period require correction because of faulty workmanship or materials; or should the materials as supplied or as installed require corrective work the City shall notify the Contractor and proceed as follows:

17.2.1 If the City's time schedule permits, the Contractor will be allowed to perform the corrective work and shall be responsible for all such costs;

17.2.2 If the City's time schedule does not permit the action described above, or if the Contractor refuses or neglects to take immediate action, the City shall have the right to perform the corrective work, exercising due care to ensure the lowest possible expense, and the Contractor shall reimburse the City for the cost of the corrective work.

17.3 Contractor warrants that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best personal knowledge and judgment.

17.4 Subject to the provisions of this Section, should Contractor breach the warranties set forth herein, City shall have such remedies as may be provided at law or equity. Without limiting the generality of the foregoing, if prior to the expiration of one (1) year from the date Contractor completes its services under any Task Authorization entered into hereunder, Contractor's services are noncomplying, defective, or otherwise improperly performed and City notifies Contractor in writing that a defect, error, omission or noncompliance has been discovered in Contractor's services, Contractor shall, at the option of City: (a) correctly re-perform such noncomplying, defective, or otherwise improperly performed services at no additional cost to City; (b) refund the amount paid by City attributable to such noncomplying, defective, or otherwise improperly performed services. **THE WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED**

(INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR DEALING AND USAGE OF TRADE).

18.0 GUARANTEE AGAINST INFRINGEMENT

Contractor guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Contractor shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other item delivered under this Agreement; but only to the extent that the Contractor is responsible for such damages, liabilities and costs on basis of fault after adjudication in a Court of Competent Jurisdiction and only to the extent that Contractor is responsible for reasonable and necessary defense costs incurred by persons indemnified to the extent caused by Contractor's negligence herein and recoverable under applicable law on account of negligence.

19.0 INDEMNIFICATION

19.1 Contractor shall indemnify and save harmless the City, its agents, or employees in accordance with **Attachment No. 3**, which is hereby made a part of this Agreement.

20.0 DOCUMENTS

20.1 Upon City's or its designated Project Leader's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, Contractor shall provide City or its designated Project Leader with a copy of all documents prepared by Contractor under this Agreement or any Task Authorization hereunder. City understands that re-use of any documents for any other purpose, shall be at the City's own risk.

20.2 The parties acknowledge that the City is a Florida municipal corporation and subject to the Florida Public Records Law.

20.3 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.

In accordance with Florida Statute §119.0701, the Contractor shall keep and maintain public records required by the City in performance of services pursuant to the Agreement. Upon request from the City's custodian of public records, Contractor shall provide the City 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 pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Contractor shall ensure that public 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 following completion of the contract if the Contractor does not transfer the records to the City. Contractor shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform services pursuant to the contract. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall 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 completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored 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.

21.0 ASSIGNMENT

- 21.1** Contractor shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of City.
- 21.2** If upon receiving written approval from City, any part of this Agreement is subcontracted by Contractor, Contractor shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
- 21.3** If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor who shall take immediate steps to remedy the situation. City shall also be given direct access to the subcontractor.
- 21.4** If any part of this Agreement is subcontracted by Contractor, prior to commencement of any work by the subcontractor, Contractor shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City's Risk Manager, if applicable.

22.0 INDEPENDENT CONTRACTOR

- 22.1** At all times during the term of this Agreement, Contractor shall be considered an independent contractor.

23.0 SUBCONTRACTORS

23.1 The Contractor shall obtain prior consent of the City before subcontracting any part of the Work. Each subcontractor approved by the City shall maintain, at its own expense and at all times during the term of this Agreement, all licenses required to comply with City, County, State and Federal requirements. Each subcontractor's Project Manager for each Task Authorization issued under this Agreement shall be licensed pursuant to Florida Statute Chapter 489 when applicable.

24.0 **DEFAULT**

24.1 Each of the following shall constitute a default under this Agreement: (a) Contractor is adjudged to be bankrupt; (b) Contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any of the terms, conditions or provisions of this Agreement; or (d) Contractor's experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement. If, during the term of this Agreement, Contractor shall be in default of this Agreement, City may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until City gives written notice of default to Contractor with at least (10) days to cure such default. If Contractor fails to correct such delinquency or default, City may terminate this Agreement and pursue such remedies as may be available at law or in equity. Contractor shall be paid compensation for services satisfactorily performed and completed as of the date of termination. City shall not be liable for partially completed Work. In addition to the remedies available hereunder, the City shall have the right of offset from sums or payments otherwise due the Contractor, any sums or amounts which the Contractor may owe to the City pursuant to the provisions of this Agreement and seek such remedy as may be available, including, but not limited to satisfaction of the performance bond. It is not the intention of this paragraph to limit or prevent delay damages or other damages that may occur.

25.0 **DELAY**

25.1 If the Contractor fails to complete the work, or any part thereof, in the time agreed upon in the schedule set forth herein, or within such extra time as may have been agreed to, the Contractor shall reimburse the City for any additional expense and damage caused by such delay. In the event that the work is not completed by the scheduled date, the City shall be entitled to withhold final payment plus any unpaid adjustments until such time as the total amount of delay damages is determined and amount caused by such damages shall be withheld from the final payments and any unpaid adjustments then due. The withholding of said amounts from the final payment and any unpaid adjustments shall not impair the City's right to seek additional remedy or compensation for damages.

26.0 **TERMINATION**

26.1 Notwithstanding any other provision of this Agreement, City may, upon thirty (30) days prior written notice to Contractor, terminate this Agreement without cause or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified herein. In addition, in the event sufficient budgeted funds are not available for a new fiscal

period, the City shall notify the Contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed prior to the effective date of termination.

27.0 FORCE MAJEURE

27.1 Neither party shall be liable to the other party for failure to perform or for the delay in performance of its required obligations hereunder when said failure or delay is due to any cause beyond a party's reasonable control, including, but not limited to, acts of God, fire, flood, windstorm; explosion; riot; war; sabotage; strikes or other labor difficulty; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency, terrorism, embargo, unavailability of railcars, wrecks or delay in transportation, or cause or causes beyond the reasonable control of the party affected; provided that, as a condition to the claim of force majeure, the party experiencing the difficulty shall give the other prompt written notice. Notice shall include full details following the occurrence of the cause relied upon and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. Inclement and severe weather which is typical within central Florida through the period the Work is anticipated shall not entitle a party to claim relief by force majeure or for delay damages. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

28.0 CLAIMS AND CONTRACT CLARIFICATION

28.1 All claims of Contractor, all questions concerning interpretation or clarification of the Contract or the acceptable fulfillment of the Contract on the part of Contractor, and all questions as to compensation and to extension of time shall be submitted, in writing, to City for determination.

28.2 A claim by Contractor must be made within fifteen (15) calendar days of Contractor's learning of the cause for the claim. The claim must be submitted to City with as much supporting detail as can be reasonably developed at the time the claim is made. City may grant additional time to develop additional detail to the extent City requires. City will determine the outcome of Contractor's claim. At all times Contractor shall proceed with the Work in accordance with the determinations, instructions, and clarifications of City while City is determining the outcome of Contractor's claim.

28.3 If any requirement of the Contract is unclear to Contractor, Contractor shall be solely responsible for requesting instructions or interpretations and shall be solely liable for any cost and expenses arising from its failure to do so.

28.4 Nothing set forth above shall impair City's rights and remedies to enforce Contractor's obligations under the Contract.

29.0 **NOTICE**

29.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid, to:

For Contractor:

Register Construction and Engineering, Inc.
3730 New Tampa Highway
Lakeland, Florida 33815

For City:

Lakeland Linder International Airport
Attn. Airport Director
3900 Don Emerson Drive, Suite 210
Lakeland, Florida 33811

30.0 **GOVERNING LAW & VENUE**

30.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida, without regard to such State's choice of law provisions, if any, which may dictate that the law of another jurisdiction shall apply. Venue shall be Polk County, Florida, or the United States District Court in and for the Middle District of Florida, Tampa Division in connection with any action or proceeding arising out of or relating to this Agreement.

31.0 **HEADINGS**

31.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

32.0 **SEVERABILITY**

32.1 In the event any portion or part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

33.0 **WAIVER AND ELECTION OF REMEDIES**

33.1 Waiver by either party of any terms, condition, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

33.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

34.0 **ENTIRE AGREEMENT**

34.1 This Agreement, including Schedules, Attachments, Appendices and Exhibits attached hereto, constitutes the entire agreement between City and Contractor with respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

35.0 **PROHIBITION AGAINST CONTINGENT FEES**

35.1 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

36.0 **THIRD PARTY RIGHTS**

36.1 Except as otherwise expressly contained in this Agreement, there are no other third-party intended beneficiaries.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

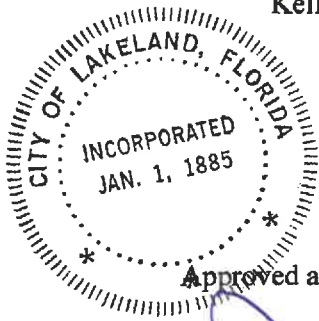
CITY OF LAKELAND

By: H. William Mutz

Name: H. William Mutz

Its: Mayor

Attest: Kelly S. Koo
Kelly S. Koo, City Clerk



Approved as to Form and Correctness:

Palmer C. Davis
Palmer C. Davis, City Attorney

REGISTER CONSTRUCTION AND ENGINEERING, INC.

By: Cole R. Gard

Name: Cole R. Gard

Its: President

Attest: VP. Business Development

Its: V.P. Business Development

(Corporate Seal)



Appendix A

Service Fee Schedule

Employee Classification	Hourly Rate
Project Executive	\$ 120.00
Project Manager	\$ 105.00
Assistant Project Manager	\$ 85.00
Estimator	\$ 70.00
Assistant Estimator	\$ 57.00
Superintendent	\$ 95.00
Assistant Superintendent	\$ 75.00
Carpenter	\$ 40.00
Laborer	\$ 29.00
Administration	\$ 46.00
Project Accountant	\$ 75.00

Appendix B
City of Lakeland
Consultant Expense Reimbursement Policy
Revised 6/18/2018

General

This policy governs all eligible reimbursement expenses paid to consultants hired by City Departments under professional service contracts. All reimbursable expenses must adhere to the following provisions and be verified and approved by the appropriate department head, or their designated representative administering the professional contract. An exhibit to each contract or agreement must be accepted by each professional services consultant prior to the agreement being considered fully executed. All proposed reimbursable consultant expenses must be submitted to the managing designee with matching receipts and specific documentation outlining the nature of the business conducted in association with the expenditure prior to approval by the City.

Consultant Contract Provisions

1. Reasonable expenses will be reimbursed for customary business activities deemed integral to the completion of the consulting assignment (i.e. phone calls, copies, printing, facsimile services, etc.)
2. Reasonable travel expenses will be reimbursed at a rate not-to-exceed the following:
 - Car Rental – Limited to mid-size vehicles or smaller.
 - Airline Travel – Limited to tourist or coach class fare, all efforts will be made to identify the most economical flight options available at time of scheduling.
 - Use of private automobile for administration of project related requirements may be reimbursed at the current IRS mileage reimbursement rate. (www.irs.gov)
 - Local hotel accommodations will be reimbursed at a rate not-to-exceed the GSA lodging rate for Tampa, Florida per night plus sales tax. (www.gsa.gov) Incidentals related to the hotel stay will not be reimbursed.
 - Meal expenses will be reimbursed at a rate not-to-exceed the GSA M&IE rate for Tampa, Florida. A maximum of 15% gratuity on meals will be allowed.
 - No entertainment expenses will be reimbursed, including, but not limited to, alcoholic beverages, in-room entertainment, registrations, tickets to sporting events or entertainment events, banquet and or client entertainment.
 - No reimbursement will be provided for personal expenses of any nature.
 - When representing the interest of the City outside of the Lakeland area, reimbursement of reasonable hotel accommodation costs will be provided as determined by the responsible Department Head.

Collection of Back-up Documentation

All consultant expenditures submitted for reimbursement shall be properly documented and approved by the appropriate department head or designated representative managing the agreement. Original receipts must be provided for payment, along with documentation on purpose. The department head or designated representative will be responsible for the collection of this documentation and for communicating with the consultant on issues related to reimbursable costs or back-up documentation. It will be the responsibility of the department head or designated representative to obtain the necessary approvals from the City Managers' Office for variances to the policy.

Prior to payment of invoices, the following will be required:

1. Verification that invoice references the correct professional service contract.
2. Verification that the specific contract deliverables have been met and scope of work has been satisfactorily completed.

3. Verification that all consultant reimbursable expenses were incurred in conjunction with specified services rendered and billed at cost.
4. All reimbursable expenses must be submitted with receipts documenting expenses.
5. Verify all expense calculations are correct.

Variance Approval

All variances or modifications to the provisions in this policy must be approved by the City Manager or authorized designee.

Attachment No. 1

INSURANCE AND SAFETY REQUIREMENTS

Insurance and safety requirements are contingent upon the specific project's Scope of Work

STATEMENT OF PURPOSE

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance term to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

CITY DEFINED

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

"Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the **City of Lakeland as additional insured**. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement."

Except for worker's compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

COMMERCIAL GENERAL LIABILITY

This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and **"Products and Completed Operations" coverage**.

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City's acceptance of renovation or construction properties.

Bodily Injury and Property Damage -

Single limit each occurrence shall not be less than: \$1,000,000.00

BUSINESS AUTOMOBILE LIABILITY

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Bodily Injury and Property Damage -

Single limit each occurrence shall not be less than: \$1,000,000.00

WORKERS' COMPENSATION

Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

EXCESS LIABILITY

This insurance shall protect the Other Party and the additional insured against all claims in excess of the limits provided under the employer's liability, commercial automobile liability, and commercial general liability policies. The policy shall be an "occurrence" type policy, and shall follow the form of the General and Automobile Liability.

The liability limits shall not be less than: \$3,000,000.00

BUILDER'S RISK COVERAGE

Builder's Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance and covering off-site storage, transit and installation risks as indicated in the Installation Floater (below) and Transportation insurance described hereafter, if such coverages are not separately provided.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the City and all contractors and subcontractors. The insurance is to be endorsed to cover testing and to grant permission to occupy.

The liability limits shall not be less than: Replacement Cost.

OR

Installation Floater Coverage

Installation Floater Coverage is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Other Party, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

The liability limits shall not be less than: Replacement Cost

The liability limits shall not be less than: \$1,000,000.00

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

Attachment No. 2

SPECIFICATION OF SAFETY AND OCCUPATIONAL HEALTH

City of Lakeland project representatives who assume responsibility for contract management will be responsible for ensuring compliance with these safety requirements by all Contractors and Subcontractors.

GENERAL

1. All contractors are responsible for providing their employees with a safe and healthful working environment as required the Occupational Health and Safety (OSH) Act of 1970 and the Occupational Safety and Health Administration (OSHA) standards. Therefore, the contractor and their employees are responsible for following OSHA standards, applicable state regulations, and the City of Lakeland Safety Practices and Policies.
2. The City of Lakeland's Safety Team and City management reserve the right to STOP work for any condition found to be Immediately Dangerous to Life and Health (IDLH). The contractor is solely and exclusively responsible for compliance with all safety requirements and the safety of all their employees and property on the project site. Note: Nothing in this requirement is to be construed to as removing or shifting responsibility from the contractor.
3. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Contractor. The City reserves the right to require demonstration of compliance with the safety provisions of this Contract. The parties agree that such failure is deemed to be a material breach of this Agreement. The Contractor agrees upon such breach, all work under the Contract shall terminate until compliance with the provision of this Agreement is demonstrated. In no event shall action or failure to act on the part of the City be construed as a duty to enforce the safety provisions of this Agreement, nor shall it be construed to create liability for the City for any act or failure to act in respect to the safety provisions of this Agreement.

PERSONAL PROTECTIVE EQUIPMENT (PPE) (OSHA 29CFR§1910 SUBPART I)

It is the contractor's sole responsibility to provide adequate PPE for their employees. Additionally, the contractor is responsible for training their employees in the proper selection, maintenance, use of PPE. Minimal PPE requirements on City of Lakeland worksites:

1. Foot protection must meet ANSI Z41.1-1999 standards and worn on all City properties.
2. Head protection must meet ANSI Z89.1-1986 standards and worn in all areas except office buildings and office trailers.
3. Eye and face protection must meet ANSI Z87.1-1989 standards and worn in all areas except office buildings and office trailers.

4. Hand and Arm Protection must meet OSHA 29CFR§1910.138 requirements for proper selection, inspection, and care.
5. Hearing Protection must meet ANSI S3.19-74, OSHA 29CFR§1910.95(j) and 29CFR§1910.95 Appendix: B requirements. Hearing protection must be worn in areas where the noise level is over 85 dB

HOUSEKEEPING

It is the contractor's sole responsibility to keep the project work site clean during and after working hours. Contractor shall supply waste receptacles for each site location. They shall be emptied not less frequently than once each working day, unless unused, and shall be maintained in a clean and sanitary condition. At the completion of the contract the contractor will ensure that all excess materials are removed from the work site and that the worksite is left clean and safe. If the contractor leaves a project work site unkept and in a hazardous condition; the City will have the area cleaned and forward the bill to the contractor.

SMOKING

Smoking is permitted only in designated areas. Receptacle's must be used or waste removed in contractors' waste disposal container.

SAFETY KICK-OFFS AND SAFETY STAND-DOWNS

A safety kick-off to disseminate safety expectations will be conducted before the project commences. Safety sand-downs will be conducted when major safety concerns, accidents, or near misses occur.

TRAINING DOCUMENTATION

OSHA requires documentation of all safety training provided to employees by their employers. Documentation of all required safety training required for work proposed for this contract must be submitted within thirty days of contract award or before commencement of contracted work. Please reference the Occupational Safety and Health Administration Requirements for details.

WRITTEN SAFETY PROGRAMS OR PLANS

Contactors awarded contracts with the City of Lakeland must, thirty days of contract award or before commencement of contracted work, provide the Risk Management Office written safety programs or plans. Please reference the requirements set forth in the Occupational Safety and Health Administration Requirements. The Risk Management Office will approve the submitted safety programs or plans as adequate to reduce risk of the work being performed.

SUPPLEMENTAL #1: CONSTRUCTION SAFETY

All contracted construction work will be performed per OSAH 29CFR§1926 standards, the contractor is responsible for ensuring that their employees are trained to and follow these OSHA

standards. The City of Lakeland's Safety Team reserves the right to inspect all worksites and advise the contractor or their representatives on adjusting the work site, if needed.

A. PPE

The following PPE will be worn the entire time employees are on the worksite, including breaks and lunch:

1. Hardhats
2. Safety boots
3. Safety glasses

B. SCAFFOLDING SAFETY

All Scaffolding will be erected per OSHA 1926 Subpart L, requirements and inspected daily. Scaffolds will not be used without the proper inspection tags, having the scaffolding inspected daily, and the inspection tags properly and legibly signed off daily. Scaffolds that are no longer needed will be removed as soon as safely possible.

C. BARRICADE TAPE

All barricade tape will have tags placed on all sides with the company, employee, contact information, date tape applied, and date tape will be removed. The City of Lakeland's Safety Team reserves the right to inspect, adjust, or remove tape that is abandoned or not placed per this requirement.

SUPPLEMENTAL #2: SANITATION

Sanitation must meet 29CFR§1910.141 for availability, housekeeping, and waste disposal. In areas where restroom facilities are not available, restrooms are in secured areas, and where there are more than ten contract and subcontract employees working on a project site the contractor is responsible for providing restroom facilities (one portable toilet for every 15 employees). Contractors must provide a separate lockable portable toilet for every 15 female employees on the work site. Contractors must provide hand washing facilities with the portable toilets, it is suggested to have one for every three portable toilets. It is the contractor's responsibility to have any portable toilets cleaned at least weekly and removed within 3 days of contract completion.

SUPPLEMENTAL #3: ROAD WORK SAFETY

Work Zone Safety

Work zones are any areas where work is being performed by a contractor. Work zones can present hazards to citizens, City employees, and contractors; it is the contractors responsibility to take the proper precautions to reduce these risks. Work zone protection is the adequate safe-guarding or protecting of pedestrians, motorists, employees, and equipment using PPE, suitable barriers,

warning signs, lights, flags, traffic cones, high-level standards, barricade rope, flaggers, etc., as the job requires on approaches to work areas, excavations, open manholes, parked equipment, etc. Proper work area protection shall be planned to ensure the safety and protection of the employee, the public and the equipment.

1. PPE

All employees working on or within 15 feet of a road way for longer than 15 minutes all employees must wear FDOT approved Class 3 reflective clothing or vests. Flaggers shall wear a red/orange or green-warning vest that is at least ANSI/SEA Class 2 Apparel compliant. Warning garment worn during periods of limited visibility shall be of a reflective material meeting those specifications -outlined in the ANSI/SEA Class 3 Apparel.

2. Maintenance of Traffic (MOT) or Temporary Traffic Control (TTC)
The contractor will perform contractual duties in a manner that reduces interference with public traffic as much as possible. Such times as the contractor must perform work that impedes public traffic; for example, when crossing, obstructing, or closing roads, driveways, and walkways (private or public). The contractor is solely responsible for establishing and maintaining safe detours and lane closures per FDOT MOT/TTC requirements. The contractor is responsible for informing property owners when private drives will be closed or redirected. The City of Lakeland's Safety Team reserves the right to inspect all worksites and advise the contractor or their representatives on adjusting the work zone, if needed.

MOT/TTC can be performed by a FDOT MOT/TTC intermediate certified employee or supervised by a FDOT MOT advanced certified employee.

1. Signs-Work zone warning signs must be placed in accordance with FDOT requirements in a manner that establishes the best protection for citizens, employees, and contractors. Signs must be removed or covered when work is not underway and the hazard is not present.
2. Barricades- Only FDOT approved barricades and cones must be utilized for MOT/TTC. The contractor is responsible for ensuring that any barricades have warning illumination, such as beacon lights, from sunset to sunrise.
3. Flaggers- Flaggers or other appropriate traffic control shall be used wherever there is a doubt that signs, signals, and barricades can achieve effective protection.
4. Vehicles, Equipment, and Materials- The contractor is responsible for placing vehicles, equipment, and materials so that these items pose the least impedance and hazards to traffic (vehicle or pedestrian). Vehicles or equipment working on or within ten feet of the roadway must be equipped with a minimum of one amber 360-degree Class I warning device. The warning device must be in operation all the time the vehicle or equipment is on or within ten feet of the roadway.

SUPPLEMENTAL #4: FALL PROTECTION

Fall Protection must meet 29CFR§1910.140 and 29CFR§1910.66 Appendix C for general industry contracts and 29CFR§1926.501 for construction contracts. The contractor is responsible for training their employees on the proper selection, donning, maintenance, and inspection of personal fall protection and fall arrest systems. The contractor is responsible for providing, maintaining, and inspecting fall protection devices for their employees. The contractor is responsible for ensuring that all tie-off points can hold at least 5,000 pounds. The City of Lakeland's Safety Team reserves the right to inspect all fall protection devices, including tie-off points.

SUPPLEMENTAL #6: CONFINED SPACE ENTRY

Confined space entry must be made per 29CFR§ 1910.146, for all confined spaces in the City of Lakeland. Contractors are responsible for training employees to the OSHA standard and provide appropriate PPE for employees. The contractor is responsible for performing atmospheric testing and providing the testing equipment; all atmospheric testing equipment must have been tested within thirty days of the confined space entry testing. The contractor is responsible for providing entry attendants for each confined space, who is responsible for maintaining the confined space permit. The City of Lakeland's Safety Team reserves the right to inspect all confined spaces, confined space permits, and atmospheric testing equipment.

SUPPLEMENTAL #7: RESPIRATORY PROTECTION

Respiratory Protection must meet OSHA 29CFR§1910.134 requirements and all employees must pass pulmonary function testing (PFT) and fit testing. Respiratory protection must be worn and maintained per OSHA standards. Contractors are responsible for ensuring their employees have meet all testing and training criteria. Contractors are solely responsible for providing their employees and subcontractors with the proper respiratory protection in accordance with OSHA standards or a hazardous chemicals SDS sheet. NOTE: All contractors and subcontractors performing duties with concrete that include cutting, grinding, or other duties that would cause silica dust to become airborne must wear at a minimum a N95 dust mask.

SUPPLEMENTAL #8: HOT WORK

Hot work is defined by OSHA as any operation that will cause a spark or flame; such as, welding, grinding, brazing, soldering, or burning). All hot work operations will be performed in accordance with OSHA and NFPA standards. The contractor is responsible for obtaining hot work permits and providing a fire watch according to NFPA 51B requirements, reference the fire watch matrix below. The City of Lakeland's Safety Team reserves the right to inspect all worksites and advise the contractor or their representatives on adjusting the hot work area, if needed.

Authority and Fire Watch Matrix			
Permissible Area	Hot Work Permit		Fire Watch
	Duration	Required	Duration
Level 1	N/A	No	N/A
Level 2	≤ 7 days	Yes	1 hr. after
Level 3	≤ 12 hrs.	Yes	1 hr. after
Level 4	≤ 12 hrs.	Yes	During and 1 hr. after
Level 5	≤ 12 hrs.	Yes	During and 1 hr. after
Level 6	≤ 12 hrs.	Yes	During and 1 hr. after

SUPPLEMENTAL #9: EXCAVATION AND TRENCHING

Contractors must follow OSHA 29CFR §1926.650 and all other applicable standards for excavation and trenching. Note: As a rule, the City of Lakeland has adopted the policy of classifying all soils as Class C. Therefore, all trench or excavation work shall comply with those standards required for Class C soils. Contractors are responsible for obtaining buried utility mapping from 811 before you dig; contractors are liable for all damages resulting from digging operations. The City of Lakeland’s Safety Team reserves the right to inspect, request changes, and close worksites for safety concerns.

SUPPLEMENTAL #10: LOCK-OUT-TAG-OUT (LOTO)

Contractors must follow OSHA 29CFR§1910.147 for The Control of Hazardous Energy covering the LOTO of all equipment and systems posing an energy hazard. Energy can be both electrical and mechanical. All sources of hazardous energy must be locked and tagged to reduce the potential for injury or death of workers. It is the contractor’s responsibility to have a proven LOTO program and the equipment to perform LOTO on equipment or systems prior to work being performed.

SUPPLEMENTAL #11: ENERGIZED POWER SYSTEMS

Strict adherence to the table of distances to energized systems is mandatory. Unless otherwise specified by Lakeland Electric Systems Control, the contractor may not be any closer than 20-feet to energized systems. The contractor must notify System control at (863) 834-6560 for line clearance.

ALL UNQUALIFIED PERSONNEL SHALL NOT GET CLOSER THAN 20 FEET (ENCROACHMENT) ENERGIZED EQUIPMENT OR AREAS

1. The contractor shall make coordination with Lakeland Electric Delivery Operations Workforce Management Coordinator by calling (863) 834-6751 no less than 24 hours prior to work commencing. Such coordination is necessary to cover any electrical lines or to hold or stabilize any poles that may be within the vicinity of the work zone. In addition, the attached waiver must be completed by the contractor and returned to the COL Safety Division prior to commencement of work.
2. The contractor is also responsible for all locates for underground utilities and for systems. This may be accomplished by contacting Sunshine State One-Call at 1-800-432-4770.

SUPPLEMENTAL #13: EQUIPMENT SAFETY

All operations involving equipment must be conducted according to the applicable OSHA standards. All equipment operators must be certified or licensed according to federal, state, and local requirements. All equipment must be inspected according to OSHA requirements and before use by the operator. The contractor is solely responsible for compliance with this safety requirement.

1. Powered industrial trucks- all operations that are performed using powered industrial trucks (forklifts, lulls, etc.) must be conducted in accordance with OSHA 29CFR§1910.178 for general industry and 29CFR§1926.600 and 29CFR§1926.602 for construction.
2. Aerial lifts- all operations that are performed using aerial lifts (boom lifts, cherry pickers, snorkel lifts, etc.) must be conducted in accordance with OSHA 29CFR§1910.67 for general industry and 29CFR§1926.453 for construction.

SUPPLEMENTAL #15: STORM DRAINAGE AND SURFACE WATER PROTECTION

The Contractor shall comply with all applicable ordinances, rules, and regulations restricting the introduction of non-storm water discharges to the City's municipal separate storm water system (MS4) and/or surface water bodies, including: The Code of Ordinances of Lakeland, Part II, Section 86; Polk County Ordinance 93-06; and, the City of Lakeland Land Development Regulations, Article 6.

1. The Contractor is prohibited from placing, depositing, or dumping of any dirt, sweepings, filth, slops, litter, loose materials, water, grease, slippery materials, etc. in or upon any street, highway, alley, sidewalk, park, lake, or other public place in the City.
2. The Contractor will develop and implement a plan to utilize best management practices (BMPs), including, but not limited to, treatment methods and practices, to control polluted runoff, spillage, leaks, sludge, waste, or runoff from raw material to prevent flooding and/or adverse impacts to the natural resources of the City, and ensure the elimination of pollutants discharging to the MS4 and/or any surface water body during construction and maintenance activities. To the maximum extent possible, the Contractor will utilize schedules of activities, prohibitions of practices, maintenance procedures, and other management

activities to prevent or eliminate pollutants from entering the MS4 or being discharged to surface water bodies.

3. The Contractor will utilize proper erosion, liquid and sediment control measures; provide inlet protection for storm drains and drainage conveyances, ponds, and easements; and, take all reasonable precautions to contain runoff on-site and eliminate illicit discharges to the MS4 and/or surface water bodies. Illicit discharge includes, but is not limited to, any spilling, leaking, seeping, pouring, emitting, emptying, or dumping of materials, rinse water, or waste products into the MS4 and/or surface water bodies of the City.

Attachment No.3
Indemnification
Contractor

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, gross negligence or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

Applicability: It is the express intent of the Contractor that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

Agreement is applicable to all contracts, purchase orders and other work performed for the City of Lakeland for the time period of not more than five (5) years.

_____ 12-16-24 _____ to _____ 12-16-29 _____
(Date) (Date)

(OR)

_____ Agreement is limited to Bid #, Purchase Order #, Requisition # _____,
or Contract dated _____.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance by the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work of which Contractor has knowledge at the time.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

REGISTER CONSTRUCTION
Name of Organization

BY: [Signature]
Signature of Owner or Officer

COLE@REGISTERCONSTRUCTION.NET
E-mail Address

STATE OF: FLORIDA

863-688-7775
Organization Phone Number

COUNTY OF: POLK

The foregoing instrument was acknowledged before me, by means of physical presence, this 4th day of Dec., 2024.

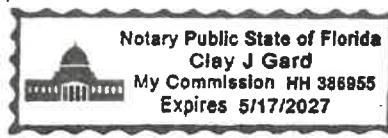
by COLE R. GARD, of REGISTER CONSTRUCTION
Printed Name of Owner / Officer Corporate or Company Name

He/She is personally known to me or has produced _____ as
State Drivers License Number

identification, and did / did not _____ take an oath.

[Signature]
Signature of Person Taking Acknowledgment

Clay J Gard
Printed Name of Person Taking Acknowledgment



Notary Seal

CITY OF LAKELAND

BY: [Signature]
Joyce Dias, Risk Management & Purchasing Director

DATE 12/31/2024