AGREEMENT

THIS AGREEMENT, made and entered into on this 5th day of October 2026, by and between the City of Lakeland, Florida, a municipality organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the "City", located at 228 South Massachusetts Avenue, Lakeland, Florida 33801-5086, on behalf of its municipal airport, Lakeland Linder International Airport, and Killebrew, Inc. a Florida corporation, located at 2830 Winter Lake Road, Lakeland, Florida 33803 hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has previously determined that it has a need to extend and upgrade the public water main system within Lakeland Linder International Airport's ("Airport") southeast quadrant to support ongoing and future development (Watermain Extension Services); and

WHEREAS, City issued a Request for Proposal for such services pursuant to City of Lakeland RFP No. 2026-RFP-068 Watermain Southeast Quadrant Extension (hereinafter RFP); and

WHEREAS, City awarded the Proposal to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the RFP, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the City with Watermain Extension Services, as requested and more specifically outlined in the RFP, this Agreement, the Scope of Services attached hereto and incorporated herein by reference as **Exhibit "A"**, and all subsequent official documents that form the contract documents for this Agreement.

2. Time of Service. Services shall be performed in a timely manner, as specified in the RFP.

3. Term of Agreement. This Agreement shall be in effect for an initial term of two hundred and eight-five (285) days from the City's issuance of its Notice to Proceed (the "Effective Date") and any extension thereof upon mutual written agreement of the parties.

4. Amendment of the Contract. This Agreement may be amended only by mutual written

agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably withheld by City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the City awarding a proposal to a contractor which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

6. Cancellation. City reserves the right to cancel this Agreement, without cause, by providing thirty (30) days prior written notice to the Contractor of its intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the discretion of the City.

In addition to all other legal remedies available to City, City reserves the right to cancel and obtain from another source any items which have not been provided within the period of time stated in the (bid/proposal), or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by City.

In addition, in the event that sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence, and the City shall terminate this Agreement on the last day of the then current fiscal period without penalty or expense to the City.

Pursuant to Florida Statute §287.135(3)9b)2., as may be amended, the City may terminate its Agreement with Contractor if Contractor is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel or is engaged in a boycott of Israel.

7. Prohibition of Contingent Fees. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 of making of this Agreement. In the event of breach of this provision, the City shall have the right to terminate this Agreement without further liability and, in its sole discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid as a result of said breach.

8. Compensation. City shall pay Contractor upon Contractor's completion of, and City's acceptance of, the services required herein, as specified in the RFP and as set forth in the City's Cost Proposal Letter, attached hereto and incorporated herein by reference as **Exhibit "B"** an amount of One Million Seventy-Six Two Hundred Seventy-One dollars and 00/100 ($1,076,271.00). Prices shall remain firm for the duration of the contract. All payments shall be made in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act. City shall pay Contractor the actual costs of all reimbursable expenses incurred in connection with City approved Services pursuant to this Agreement, provided that reimbursement for travel and subsistence expenses shall be paid in accordance with the City of Lakeland's Consultant Reimbursement Policy, attached hereto and incorporated herein by reference as **Exhibit "C"**.

9. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda and other documents, instruments, information and material prepared or accumulated by the Contractor or its subcontractors in rendering services pursuant to this Agreement shall be the sole property of the City which may have access to the reproducible copies at no additional cost other than printing. In no event shall Contractor be liable or responsible to anyone for the City's use of any such information or material in another project or following termination of this Agreement.

10. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete services pursuant to this Agreement.

11. Access to Records/Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after final payment is made. Contractor shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all

invoice amounts to the City. City reserves the right to audit such records upon notice to the Contractor.

12. Public Records. Contractor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Contractor in performance of services pursuant to this Agreement.

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: KELLY S. KOOS - CITY CLERK AT: PHONE: 863-834-6210, E-MAIL: CITYCLERK@LAKELANDGOV.NET, ADDRESS: ATTN: CITY CLERK, 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 contract. 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.

13. Minimum Insurance Requirements. The Contractor must maintain insurance, at its own

expense, in at least the amounts set forth in **Exhibit "D"** attached hereto and incorporated herein by reference throughout the term of this Agreement. The Contractor must provide a Certificate of Insurance in accordance with said Insurance Requirements evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

14. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorney's fees, and hold Harmless the City as set forth in **Exhibit "E"**, attached hereto and incorporated herein by reference.

15. Jurisdiction/Venue/Governing Law. The Parties consent to jurisdiction and venue of the Courts of 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, document or instrument delivered pursuant to, in connection with, or simultaneously with this Agreement, or breach of this Agreement or any such document or instrument. The laws of the State of Florida shall govern this Agreement.

16. Independent Contractor Status. The Contractor is and shall remain an independent contractor and is neither an agent, employee, partner, nor joint venturer of the City.

17. Compliance with Laws. Contractor shall comply with all applicable local, state and federal ordinances, codes, laws, statutes, regulations and standards in force during the term of this Agreement.

18. Affidavit Regarding the Use of Coercion for Labor and Services. Florida Statute §787.06(13), requires all nongovernmental entities executing, renewing or extending a contract with a governmental entity to provide an Affidavit, attached hereto as **Exhibit "F"**, signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in the statute.

19. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement to be impossible of performance.

20. Documents Comprising Contract. The Contract shall include this Agreement for

Watermain Extension Services and appendices, as well as the following documents which are incorporated herein by reference.

a. City of Lakeland Request for Proposal and all of its addenda and attachments, including Exhibit "A", Scope of Services;

b. City of Lakeland's Cost Proposal Letter, Exhibit "B";

c. City of Lakeland's Consultant Expense Reimbursement Policy, Exhibit "C";

d. Contractor's Certificate of Insurance as required in Exhibit "D";

e. Contractor's Indemnification and Hold Harmless as required in Exhibit "E";

f. Affidavit Regarding the Use of Coercion for Labor and Services as set forth in Exhibit "F";

g. Contractor's Proposal;

h. Contractor's Bond(s), as required in Section 1.4 of the RFP

21. Incorporation of Solicitation Documents. City of Lakeland Request for Proposal No. 2026-RFP-068, Watermain Southeast Quadrant Extension, in its entirety, including all specifications, scope of services, plans, drawings, forms, exhibits, attachments, addenda, and other documents incorporated therein, is hereby incorporated into and made a part of this Agreement by reference as though fully set forth herein. The final Issued for Construction (IFC) plans and specifications issued by the Airport's Engineer of Record for the Project shall also be incorporated into and a part of this Agreement.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

22. NOTICES. All Notices pursuant to this Agreement shall be deemed sufficiently given when in writing when (i) personally served on a party to be notified, (ii) delivery by overnight express courier, or (iii) three (3) business days following deposit in the United States mail, postage prepaid certified delivery, directed to the party to be notified at the following address:

Contractor:

Killibrew, Inc.
2830 Winter Lake Road
Lakeland, Florida 33803

As to City:

Lakeland Linder International Airport
Attn. Airport Director
3900 Don Emerson Dr. Ste. 210
Lakeland, Florida 33811

IN WITNESS WHEREOF, the parties herein have executed this Agreement for Watermain Southeast Quadrant Extension services pursuant to RFP No. 2026-RFP-068 as of the day and year first written above.

CITY OF LAKELAND, FLORIDA

Sara Roberts McCarley, Mayor

CITY OF LAKELAND, FLORIDA
INCORPORATED
JAN. 1, 1885

ATTEST:

By: _____
Kelly S. Koos, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Palmer C. Davis, City Attorney

KILLEBREW, INC.

President (Signature)

William C. Thomas IV
President (Printed Name)

[Corporate Seal]

ATTEST:

By: _____
(Attesting Witness' name/title)
Denise Henderson. Corp. Sect

Exhibit "A"

The Contractor shall furnish all labor, supervision, materials, equipment, tools, transportation, temporary facilities, testing, permits, coordination, and incidentals necessary to construct and place into service the SE Quadrant Watermain Extension at Lakeland Linder International Airport in accordance with the Contract Documents.

The Work generally includes, but is not limited to:

- Construction of the proposed 8-inch public watermain loop, including Segments 2A, 2B, and 2C, and the proposed 12-inch watermain improvements identified as Segment 3, including PVC, DIP, HDPE, fittings, valves, restraints, connections, transitions, and associated appurtenances. The plans identify these watermain segments and materials as part of the proposed improvements.

- Connection to and modification of the existing water distribution system, including replacement/up-sizing of the existing 6-inch watermain with the proposed 12-inch watermain and coordination of required shutdowns and connections with the City of Lakeland.

- Installation of fire hydrants, hydrant assemblies, valves, bollards, and related fire protection improvements shown in the Contract Documents.

- Open-cut and trenchless watermain installation, including the directional drill beneath Taxiway E, together with excavation, trenching, bedding, backfill, compaction, dewatering, disposal, and associated construction activities. The plans specifically identify Segment 2C as a directional drill beneath Taxiway E.

- Demolition and removal of existing improvements as required to complete the Work and restoration of pavement, pavement markings, roadways, graded areas, sod, drainage features, fencing, and other areas or improvements disturbed by construction.

- Temporary and permanent fencing and security measures necessary to maintain the integrity of the Airport Operations Area (AOA), together with compliance with Airport access, badging, escort, vehicle, safety, and security requirements.

- Location, verification, protection, and coordination of existing utilities affected by the Work.

- Maintenance of traffic, barricades, flagging, haul-route controls, temporary markings and signage, and coordination with Airport Operations and the Resident Project Representative (RPR) for work affecting Airport operations, tenant access, taxiways, taxilanes, roadways, or the AOA.

- Compliance with the Construction Safety and Phasing Plan (CSPP), including applicable construction phases, work limits, operational restrictions, access routes, staging areas, closures, and preparation and implementation of the required Safety Plan Compliance Document (SPCD). The plans require the SPCD prior to Notice to Proceed and establish specific airport safety and security requirements.

- Erosion and sediment control, dewatering, environmental protection, and compliance with applicable permits and regulatory requirements.

- Flushing, pressure testing, disinfection, bacteriological testing, inspections, certifications, and other testing required for acceptance and placement of the completed water system into service.

- Final restoration, record drawings/as-builts, testing documentation, certifications, warranties, permit closeout, and all other project closeout requirements.

This Scope of Work provides a general description of the Work and is not intended to supersede, replace, or limit any requirement of the Contract Documents. The Contractor shall perform all Work required by the solicitation, technical specifications, plans, addenda, permits, bid documents, and other documents incorporated into the Contract. Work reasonably necessary to provide a complete, operational, and accepted installation shall be included whether specifically identified in this Exhibit or shown or specified elsewhere in the Contract Documents.

BIDDER:	Killebrew Inc.
PROJECT:	Southeast Quadrant Watermain Extension
LOCATION:	Lakeland Linder International Airport
CITY BID NO.:	2026-RFP-068
NOTES:	Prospective bidders shall only modify cells highlighted yellow, totals are automatically calculated.
ABBREVIATIONS:	LS - Lump Sum; SY - Square Yards; CY - Cubic Yards; LF - Linear Feet: SF - Square Feet; AC - Acre; TN - Ton; GAL - Gallon; EA - Each; AL - Allowance

BID ITEM	PAY ITEM	ITEM DESCRIPTION		SOUTHEAST QUADRANT WATERMAIN EXTENSION		
			UNIT	QUANTITY	UNIT PRICE	EXTENDED TOTAL
1	34 7000-101-1	MOBILIZATION	LS	1	$ 105,000.00	$ 105,000.00
2	34 7000-102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 74,000.00	$ 74,000.00
3	34 7000-104-11	FLOATING TURBIDITY BARRIER	LF	106	$ 25.00	$ 2,650.00
4	34 7000-104-12	STAKED TURBIDITY BARRIER (SILT FENCE)	LF	1,658	$ 5.00	$ 8,290.00
5	34 7000-104-18	INLET PROTECTION	EA	5	$ 330.00	$ 1,650.00
6	34 7000-110-1-1	CLEARING & GRUBBING	AC	1	$ 43,000.00	$ 43,000.00
7	U-100-1	UTILITY PIPE, REMOVE OUT OF SERVICE, PVC, WATER, 5.0-7.9" (EXISTING WATER MAINS -REMOVE 8" WM)	LF	1,310	$ 35.00	$ 45,850.00
8	U-100-2	PHASE 2A - OPEN CUT PAVEMENT RESTORATION (8" WM DIP)	LF	90	$ 230.00	$ 20,700.00
9	U-100-3	PHASE 2C - OPEN CUT PAVEMENT RESTORATION (8" WM HDPE)	LF	30	$ 410.00	$ 12,300.00
10	U-100-4	PHASE 3 - OPEN CUT PAVEMENT RESTORATION (12" WM DIP)	LF	22	$ 560.00	$ 12,320.00
11	U-100-5	HORIZONTAL DIRECTIONAL DRILL, 8" HDPE WM	LF	440	$ 92.00	$ 40,480.00
12	U-100-5A	HORIZONTAL DIRECTIONAL DRILL, 12" HDPE WM	LF	144	$ 166.00	$ 23,904.00
13	U-100-6	UTILITY PIPE- POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 2"	LF	8	$ 200.00	$ 1,600.00
14	U-100-7	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 6"	LF	31	$ 120.00	$ 3,720.00
15	U-100-8	UTILITY PIPE- POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 8"	LF	1,596	$ 110.00	$ 175,560.00
16	U-100-9	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 8"	LF	596	$ 140.00	$ 83,440.00
17	U-100-10	UTILITY PIPE- HIGH DENSITY POLYETHYLENE, FURNISH & INSTALL, CASING/CONDUIT, 8"	LF	530	$ 102.00	$ 54,060.00
18	U-100-11	UTILITY PIPE- POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 12"	LF	1,086	$ 132.00	$ 143,352.00
19	U-100-12	UTILITY PIPE- HIGH DENSITY POLYETHYLENE, FURNISH & INSTALL, CASING/CONDUIT, 12"	LF	162	$ 180.00	$ 29,160.00
20	U-100-13	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 12"	LF	30	$ 175.00	$ 5,250.00
21	U-100-14	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL TEE, 8"	EA	5	$ 950.00	$ 4,750.00
22	U-100-15	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL ELBOWS, 8"	EA	19	$ 940.00	$ 17,860.00
23	U-100-16	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL TEE, 12"	EA	1	$ 2,200.00	$ 2,200.00
24	U-100-17	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL ELBOW, 12"	EA	6	$ 2,600.00	$ 15,600.00
25	U-100-18	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL REDUCER, 12"	EA	1	$ 1,425.00	$ 1,425.00
26	U-100-19	UTILITY FIXTURE - TAPPING SADDLE/SLEEVE, FURNISH & INSTALL, 8x6	EA	1	$ 7,800.00	$ 7,800.00
27	U-100-20	UTILITY FIXTURE - TAPPING SADDLE/SLEEVE, FURNISH & INSTALL, 12x12	EA	1	$ 13,500.00	$ 13,500.00
28	U-100-21	UTILITY FIXTURE - AIR RELEASE VALVE ASSEMBLY, FURNISH AND INSTALL, 2"	EA	7	$ 7,900.00	$ 55,300.00
29	U-100-22	UTILITY FIXTURE - GATE VALVE ASSEMBLY, FURNISH AND INSTALL, 8"	EA	8	$ 2,800.00	$ 22,400.00
30	U-100-23	UTILITY FIXTURE - GATE VALVE ASSEMBLY, FURNISH AND INSTALL, 12"	EA	1	$ 8,100.00	$ 8,100.00
31	U-100-24	FIRE HYDRANT, F&I, STANDARD, 3 WAY, TWO HOSE, ONE PUMPER, 6"	EA	5	$ 8,210.00	$ 41,050.00

BID TOTAL	$ 1,076,271.00

EXHIBIT B

Exhibit "C"
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.

1. INSURANCE AND SAFETY REQUIREMENTS

1.1. 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:

1.2. 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.

1.3. 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.

1.4. 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.

1.5. 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.

1.6. 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:$2,000,000.00

1.7. 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

1.8. 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.

1.9. 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:$1,000,000.00

1.10. 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

1.11. Contractors Pollution Liability

which is a contractor base policy, which should be provided on an occurrence basis, Contractor Pollution Liability provides third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed by or on behalf of the contractor.

OR

Environmental Impairment Liability

The Other Party shall be responsible for purchasing and maintaining environmental impairment liability insurance. This insurance should cover the following types of environmental impairment: Sudden and

Accidental, and Gradual. **NOTE: If choosing Environmental Impairment Liability, the liability limits will be the same as Contractors Pollution Liability as listed below.**

The liability limits shall not be less than:$1,000,000 or Environmental Impairment Liability

1.12. 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.

Hold Harmless/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.

Check One and Complete: It is the express intent of the Contractor that this agreement shall apply for the timeframe or project(s) indicated below.

☐ **Timeframe:** You may select up to five (5) years. This agreement is applicable to all contracts, purchase orders, and other work performed for the City of Lakeland within the dates specified.

_____ **to** _____.
(Date) **(Date)**

(OR)

☒ **Project(s):** Agreement is limited to **Bid #** 2026-RFP-068, **PO/REQ #** _____,

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.

Killebrew Inc
Name of Organization

BY: _____ Rich Bushart VP
Signature of Owner or Officer

rich@killebrewinc.net
E-mail Address

STATE OF : FL

(863)701-0273
Organization Phone Number

COUNTY OF: Polk

The foregoing instrument was acknowledged before me, by means of physical presence, this 31st day of July, 2026.

by Rich Bushart, of Killebrew Inc.
Printed Name of Owner / Officer **Corporate or Company Name**

If Applicable - DBA's or Subsidiaries.

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

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

_____
Signature of Person Taking Acknowledgment

[redacted] Kay Jo Bidwell
Printed Name of Person Taking Acknowledgment

KAY JO BIDWELL
Notary Public - State of Florida
Commission # HH 608493
My Comm. Expires Feb 6, 2029
Bonded through National Notary Assn.

_____
Notary Seal

Revised: June 3, 2026

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(14), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Lakeland, Florida (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of Killebrew, Inc., a Nongovernmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity.

3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company: Killebrew Inc.

Authorized Signature: _____

Printed Name: Rich Bushart

Date: 07/31/2026

Title: VP

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31st day of July, 20 26, by Rich Bushart, as VP on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

_____
Notary Public Signature
(Affix Notary Stamp or Seal) Print, Type or Stamp Name of Notary: _____
My commission expires: Feb 6, 2029

KAY JO BIDWELL
Notary Public - State of Florida
Commission # HH 608493
My Comm. Expires Feb 6, 2029
Bonded through National Notary Assn.

EXHIBIT
F