CONTRACT

FAA AIP No. 3-12-0041-058-2026
FDOT FM No. 452133-1-94-01-94-01
City of Lakeland Bid No. 2026-ITB-028

THIS CONTRACT, made this 21h day of September 2026, by and between the **City of Lakeland,** a municipality organized and existing in accordance with the laws of the State of Florida, hereinafter called **"Owner",** the party of the first part, and **Hubbard Construction Company**, hereinafter called **"Hubbard"** or its or their successors, executors, administrators, and assigns hereinafter called the **"Contractor",** the party of the second part:

WITNESSETH:

WHEREAS, the Owner, pursuant to City of Lakeland Bid. No. 2026-ITB-028, seeks to obtain services of a licensed and experienced contractor to provide all necessary services for the construction of Taxiway A Holding Bay project at its municipal airport, Lakeland Linder International Airport; and

WHEREAS, the Owner has selected Contractor based on its qualifications and ability to perform the services in accordance with Owner's Bid and the terms and conditions set forth in this Contract.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Owner and the Contractor covenant and agree as follows:

1. PURPOSE

That the said Contractor agrees with the said Owner, for the consideration herein mentioned, its own proper cost and expense to do all the work and furnish all the materials, equipment, supplies, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the proposal and the accompanying plans, specifications, addenda if any, and drawings, and they are as fully a part of the Contract as if hereto attached or herein repeated, and under security as set forth in the attached contract bond, and to the satisfaction of the fully authorized representatives of the Owner, who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Contract.

2. GENERAL DESCRIPTION OF WORK

It is agreed that the work to be done under this Contract consists of providing all required equipment fabrication, administration, materials, tools, permits, equipment, labor, and supervision to construct a new holding bay area in accordance with Taxiway Design Group V criteria as identified in the City of Lakeland Bid No. 2026-ITB-028.

3. PROJECT MANAGERS

a) The Project Manager for the owner is Cody Orlebeke. Jason Clemen, AtkinsRealis USA, Inc., will serve as owner representative, and the Project Manager for the Contractor is

Chris Langford. The Contractor of Record for this project is Hubbard Construction Company.

b) The parties shall direct all matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the Project and/or Construction Managers (the Managers) for attempted resolution or action. The Managers shall provide the latest contact information to one another prior to the Pre-Construction Conference. The Project Managers shall be responsible for overall coordination relating to the performance of the Contract.

4. CONTRACT DOCUMENTS

a) The Contract Documents for FAA AIP No. 3-12-0041-058-2026, FDOT FM No. 452133-1-94-01, and Bid No.2026-ITB-028, which comprise the Contract between the Owner and the Contractor, are attached hereto and made part hereof and consist of the following:

1. This Contract, inclusive of Exhibits, Attachments and/or Appendices.

2. Contractor's Bid Bond

3. Contract Documents consisting of:

   Invitation to Bid
   Instructions to Bidders
   Bid Form
   Bid Schedule
   General Conditions
   Supplementary Conditions
   Division 01 General Requirements
   Technical Specifications

4. Addenda 1 and 2

5. Insurance Certificate, which shall be provided by the Contractor, along with return of this executed contract.

6. Public Construction Bond, which shall be provided by the Contractor, in a form acceptable to the Owner.

7. Any modifications, including change orders, duly delivered after execution of this Contract.

8. Construction Plans To be issued for Construction on or before October 31, 2026.

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

5. CHANGES IN THE SCOPE OF WORK

a) The Owner may make changes in the services to be provided hereunder at any time by giving written notice to the Contractor. If such changes increase (additional services) or decrease or eliminate any amount of work, the Owner and the Contractor will negotiate any change in total cost or schedule modifications. All change orders shall be authorized in writing by the Owner's designated representative.

b) All change orders and amendments thereto shall be performed in strict accordance with the terms of this Contract insofar as they are applicable.

c) Any plan of action, method of work, or construction procedure suggested orally or in writing to the Contractor by any Owner employee or agent which is not set out in the 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. PERFORMANCE GUARANTY

That the said Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the Owner any defect in workmanship or material appearing in the work for a period of one (1) year from the date of final acceptance; and further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment, by the Owner shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this Contract. If the Owner deems it inexpedient to require the Contractor to correct deficient or defective work, an equitable deduction from the contract price shall be made therefore or in the alternative, the Owner may sue for damages.

7. TIME OF PERFORMANCE

a) The Contractor shall begin work within ten (10) calendar days after the signing, execution and delivery of written Notice to Proceed, and shall guarantee completion of Construction in accordance with the provisions set forth in the contract documents, with specific reference to Issued For Bid (IFB) Sheet G-008 one hundred and five calendar days (105) to reach substantial completion inclusive of thirty days (30) for Mobilization. After substantial completion, an additional forty-five (45) calendar days are allotted for final completion, final acceptance, and project close-out.

b) Commencement of the work by the Contractor shall be deemed a waiver of this notice. The work shall be conducted in such a manner and with sufficient labor, materials, tools, and equipment necessary to complete the work within the time limit set forth in the Contract. Should the organization of the Contractor, or its management, or the manner of carrying on the work be manifestly incompetent, or inadequate to do the work specified within the stated time, then the Owner shall have the right to take charge of the work and finish it and provide the labor, materials and equipment necessary to complete the work as planned within the required time and to charge the cost of all such work against the Contractor and his, or its Surety shall be held responsible therefore.

c) The Contractor fully understands and agrees that the Owner shall not pay for any obligation or expenditure made by the Contractor prior to the effective date of this Contract, unless the Owner authorizes such payment in writing.

d) Contractor shall be responsible for all additional construction management costs associated with the Resident Project Representative (RPR) and Engineer of Record in the event the Contractor exceeds the Contract Duration outlined above in Section 7.a), excluding additional time granted as outlined herein.

e) Contractor acknowledges that the annual SUN 'n FUN Aerospace Expo is hosted at Lakeland Linder International Airport, occurring April 6th through April 12th, 2027. In order to accommodate this event, Contractor will ensure Taxiway A is safe for use meeting all Federal, State, and local requirements for an active aircraft pavement surface. Owner shall inspect Taxiway A prior to its use. The Engineer of Record shall ensure it meets all safety and operational requirements to accommodate aircraft operations.

8. LIQUIDATED DAMAGES

It is mutually agreed between the parties hereto that time is of the essence of this Contract, and in the event the construction of the work is not completed within the time herein specified, it will be difficult, if not impossible to definitely ascertain and quantify the Owner's damages. As such, the Owner shall be entitled to assess, as liquidated damages consistent with General Provision 80 of the Project Manual. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if the Contractor fails to complete the work within the time stipulated.

9. CONTRACT PAYMENT

The Owner shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents, subject to adjustment by written change order, the total estimated amount is **Eight Million Two Hundred Thirty Thousand Three Hundred Thirty-Five Dollars and 97/100 ($8,230,335.97)** for work identified in the BASE BID. This is a unit cost Contract. Actual measurement dictates payment. Contractor shall receive a written Notice to Proceed from Owner for any portion of the work performed pursuant to this Contract.

10. PAYMENT SCHEDULE

a) The Owner shall make payments on account of the Contract as follows:

b) Once each month, progress payments shall be made during the process of construction in amounts Not-to-Exceed ninety percent (90%) of the amount due on the Contract on the basis of work competed as certified by the Contractor and approved by the Owner's Project Manager and/or Construction Manager. Contractor shall submit a payment application to the Owner's Construction Manager by the fifth (5th) day of each month. The application shall be for the dollar amount of the work complete on the last day of the preceding month. All invoices submitted by the Contractor shall reference the Owner's Contract number(s). The Contractor is required to provide a monthly report, along with its payment application, referenced as a Minority and Service Disabled Veteran Business

Enterprise Report, summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that monthly period and the Project to date. This report shall include the names, addresses and compensation paid during the monthly period and year to date.

c) Upon the Completion of the Contract the Contractor shall provide the Owner's Representative and Owner's Project Manager with written notice that the work is ready for final inspection and acceptance. After written notice by the Contractor, the Owner's Project Manager shall inspect the work to determine whether the work is acceptable under the Contract and that the Contract has been fully performed.

d) Upon completion of the Contract the Contractor shall submit evidence satisfactory to the Owner that all payroll, materials, bills, and other indebtedness incurred by the Contractor in connection with the construction of the project have been paid in full.

e) After the work has been inspected and approved and after the Contractor has submitted satisfactory evidence of payment, the Owner's Construction and/or Project Manager(s) shall promptly issue a final certificate. Final payment shall be due within thirty (30) calendar days after the Owner's Project Manager issues the final certificate.

11. DAVIS-BACON REQUIREMENTS

Please see **Exhibit "A" Section V** concerning Davis-Bacon Requirements, which is hereby made a part of this Contract.

12. ACCESS TO RECORDS AND REPORTS

a) The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

b) Contractor shall comply with all applicable requirements of Florida Statute §215.97 and the Audit Requirements set forth in the Owner's Grant Agreement; and, if an audit is required thereunder, Contractor shall disclose all related party transactions to the auditor.

c) The Contractor agrees that the Owner or any of its duly authorized representatives shall, until the expiration of five (5) years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract.

d) The Contractor shall refund by check payable to the Owner the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or five (5) years after completion of the project

and issuance of the final certificate, whichever is sooner.

13. PUBLIC RECORDS

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 Owner in performance of services pursuant to the contract. Upon request from the Owner's custodian of public records, Contractor shall provide the Owner 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 Owner. Contractor shall, upon completion of the contract, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform services pursuant to the contract. If the Contractor transfers all public records to the Owner 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 Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

14. CONTRACTOR RESPONSIBILITY

a) The Contractor is an independent contractor and is not an employee or agent of the Owner. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contract between the Owner and the Contractor, its employees, agents, subcontractors or assigns, during or after the performance of this Contract. The Contractor shall take the whole responsibility of the work and shall bear all losses resulting to him, or it, on account of the amount or character of the work, or because of the nature of the ground in or on which the work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever.

b) The Contractor shall protect the entire work, all materials under the Contract and the Owner's property (including machinery and equipment) in, or on or adjacent to the site of

the work until final completion and work, from the action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the Contractor shall repair, at its own expense, to the satisfaction of the Owner or its Project Manager. Neither the Owner nor its officers, employees or agents assume any responsibility for collection of indemnities or damages from any person or persons causing injury to the work of the Contractor.

c) At its expense, the Contractor shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warning signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property (including without limitation) in the term persons, members of the public, the Owner and its employees, and agents, the Project Manager and his employees, Contractor's employees, its subcontractors and their respective employees, other contractors, their subcontractors and respective employees, on, about or adjacent to the premises where said work is being performed, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities and building codes.

d) The Contractor assumes all risk of loss, damages and destruction to all of its materials, tools appliances and property of every description and that its subcontractors and of their respective employees or agents, and injury to or death of the Contractor, or its employees, subcontractors or their respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.

15. PROGRESS MEEETING

Owner's designated Project Manager or Owner's Representative may hold periodic progress meetings on a monthly basis, or more frequently if required, during the term of this Contract. Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by Owner's Project Manager.

16. REASONABLE ACCESS

a) During the term of this Contract, Owner shall grant Contractor reasonable access to the Owner's premises for purposes of fulfilling its obligations under this Contract.

b) The Contractor shall implement and maintain access control and badge issuance procedures in accordance with FAA safety and security requirements, ensuring that only authorized personnel and visitors gain entry to secure areas during the performance of work.

17. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Owner, its officers and employees from liabilities, damages, losses and costs as set forth in the Indemnification Agreement which is incorporated herein by reference and attached hereto as **Attachment "2".**

18. SAFETY

a) Airport safety standards, including but not limited to, Airport Rules and Regulations, Construction Safety and Phasing Plans (CSPPs), as well as Airport security procedures shall be complied with at all times by the Contractor.

b) Contractor agrees to comply with Owner's safety standards while on the property of Owner. A listing of Owner's standard safety standards is included in **Exhibit "B"**, which is hereby made a part of this Contract.

c) Contractor shall be responsible and assume all liability for the safety and supervision of its employees while performing services hereunder.

19. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMETNS

a) Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on March 17, 2026 Page 34 rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b) Violation; Liability for Unpaid Wages; Liquidated Damages:

In the event of any violation of the clause set forth in paragraph a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a) of this clause

c) Withholding for Unpaid Wages and Liquidated Damages:

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime

contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b) of this clause.

d) Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs a) through d) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a) through d) of this clause.

20. INSPECTION

The project will be inspected by the Engineer of Record, Resident Project Representative and/or Project Manager and will be rejected if it is not in conformity with the Contract provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the Owner in writing that the work shall be ready for final inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

21. PUBLIC CONSTRUCTION BOND

The Contractor shall, prior to the commencement of work hereunder, furnish to the Owner a public construction bond acceptable to the Owner covering the faithful performance of this Contract and the payment of all obligations arising hereunder to be at least in the amount of **Eight Million Two Hundred Thirty Thousand Three Hundred Thirty-Five Dollars and 97/100 ($8,230,335.97)** (minimum 100% of Contract amount) with a Surety or Sureties satisfactory to the Owner.

22. INSURANCE

a) The Contractor shall procure and maintain, through the term of this Contract, insurance coverage as set forth in the Insurance Requirements issued by the Owner which are incorporated herein by reference and attached hereto as **Attachment "1".**

b) The cost of all insurance shall be included in the various unit prices bid.

c) Certificates to all insurance required from the Contractor shall be subject to the Owner's approval for adequacy.

d) The Contractor shall not commence work until he has obtained all the insurance required herein. Insurance shall be maintained in full force and effect until the Contract has been fully and completely performed, as evidenced by final acceptance payment. All insurance policies shall provide for a thirty (30) day written notice to the Owner in the event of any modification, cancellation, or expiration of said policies.

23. TERMINATION FOR CONVENIENCE

a) The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

i) Contractor must immediately discontinue work as specified in the written notice.

ii) Terminate all subcontracts to the extent they relate to the work terminated under the notice.

iii) Discontinue orders for materials and services except as directed by the written notice.

iv) Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.

v) Complete performance of the work not terminated by the notice.

vi) Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

b) Owner agrees to pay Contractor for:

i) Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

ii) Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

iii) Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

iv) Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

c) Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

d) The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract

24. TERMINATION FOR DEFAULT

a) Section 80-09 of FAA Advisory Circular 150/5370-10H establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the

Contractor.

b) The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

i) Fails to commence the Work under the Contract within the time specified in the Notice-to-Proceed;

ii) Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;

iii) Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;

iv) Fails to comply with material provisions of the Contract;

v) Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or

vi) Becomes insolvent or declares bankruptcy.

c) If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

d) If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

e) Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due to the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

f) Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

g) If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

h) The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

25. VERIFICATION OF EMPLOYMENT STATUS

Contractor agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of the Contract.

26. FLORIDA PRODUCED LUMBER

Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes (2018) where applicable.

27. ASSIGNMENT

Contractor shall not assign this Contract to any other persons or firm without first obtaining Owner's written approval.

28. ATTORNEYS' FEES AND COSTS

In the event the Contractor defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the Owner, including reasonable attorney's fees.

29. NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to Owner:

Adam Lunn
Interim Airport Director
Lakeland Linder International Airport
3900 Don Emerson Drive, Suite 210
Lakeland, Florida 33811

If to Contractor:

Hubbard Construction Company
1936 Lee Road
Winter Park, FL 32789

30. INDULGENCE NOT WAIVER

The indulgence of either party with regard to any breach or failure to perform any provision of this Contract shall not be deemed to constitute a waiver of the provision or any portion

of this Contract either at the time the breach or failure occurs or at any time throughout the term of this Contract.

31. CONFLICT OF INTEREST

a) The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of service required hereunder, as provided for in Florida Statutes Section 112.311. The Contractor further represents that no person having any interest shall be employed for said performance.

b) The Contractor shall promptly notify the Owner in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the Owner as to whether the association, interest or circumstance would, in the opinion of the Owner, constitute a conflict of interest if entered into by the Contractor. The Owner agrees to notify thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the Owner, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Owner shall so state in the notification and the Contractor shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Owner by the Contractor under the terms of this Contract.

c) Prohibited Interests. Contractor and any of its subcontractors shall be prohibited from entering into any contract with one another, or arrangement in connection with the services pursuant to this Contract or any property included or planned to be included therewith, which violates any provision of Florida Statute Chapter 112, relating to conflicts of interests

d) Prohibited Transactions. The Contractor shall abide by the following provision and be required to insert the following in any of its subcontracts: *"The Owner is governed in its contracts and transactions by provisions of Florida law relating to conflicts of interest, prohibited transactions, and ethics in government. All parties to contracts with the Owner relating to this project shall familiarize themselves with Chapter 112, Florida Statutes, and with general Florida law regulating the Owner's ethical requirements, prohibitions, and limitations with respect to procurement and contracts."*

32. INTERPRETATION; VENUE, JURISDICTION AND GOVERNING LAW

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Contract may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Contract shall be interpreted as a whole unit and section headings are for convenience only. 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 contract. All interpretations shall be governed by the laws of the State of Florida.

33. SEVERABILITY

In the event any portion or part of this Contract 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 Contract. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

34. WAIVER AND ELECTION OF REMEDIES

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

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

35. DISPUTE RESOLUTION

a) In the event of any dispute or claim arising from or relating to this Contract or breach thereof, the parties hereto shall use their best effort and negotiate in good faith to settle such dispute or claim by referring the matter to the appropriate designated Owner personnel and Contractor as described below:

i) Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Both Parties who have not previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute or claim. If the matter has not been resolved by these persons within thirty (30) days of the disputing Party's notice or if the Parties fail to meet within ten (10) days unless the aforementioned time periods are otherwise extended as mutually agreed to in writing, the Parties agree to initiate mediation as provided herein.

ii) If the dispute has not been resolved by negotiation as provided herein, the Parties shall endeavor to settle the dispute by mediation as a condition precedent to pursuing any other available legal or equitable remedy. Either Party may initiate mediation proceedings by a request in writing to the other Party. Thereupon, both Parties will be obligated to engage in mediation. The proceeding will be conducted by a certified Mediator mutually agreeable to both Parties in Polk County, Florida in accordance with the then current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Disputes. The Parties agree to share equally the costs and expenses of mediation, which shall not include the expenses incurred by each Party for its own legal representation in connection with the mediation.

iii) If the dispute has not been resolved by negotiation or mediation as provided herein within one hundred twenty (120) days of the initiation of such mediation procedure, either Party may avail itself of any legal or equitable remedy, including litigation upon ten (10) days' written notice to the other Party;

provided, however, that if one Party has requested the other to participate in a non-binding procedure, as provided for under this Article, and the other has failed to participate, the requesting Party may initiate litigation before expiration of the above-specified period.

36. FORCE MAJEURE

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by: acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; pandemics; extraordinary breakdown of or damage to Owner's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Contract.

37. PROHIBITION AGAINST 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 the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract.

38. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Contract including, but not limited to, all applicable Federal Aviation Administration and Florida Department of Transpiration requirements as may be amended from time to time and as further specified in **Exhibit "A"** incorporated herein and attached hereto.

39. MISCELLANEOUS PROVISIONS

a) Contractor agrees and shall comply with the state inspector general in any investigation, audit, inspection, review or hearing in accordance with the provisions set forth in Florida Statute § 20.055(5) et. seq.

b) Discriminatory Vendor. Pursuant to Florida Statute §287.142(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

c) Contractor and any of its employees that perform work pursuant to this Contract shall not, during the term of this Contract, engage in severe forms of trafficking in persons, procure

a commercial sex act, or use forced labor in the performance of work related to this Contract for this Project.

d) Contractor shall comply with all applicable requirements of Florida Statute §215.97 and the Audit Requirements set forth in the Owner's Grant Agreement; and, if an audit is required thereunder, Contractor shall disclose all related party transactions to the auditor.

e) **Scrutinized Companies or Other Entities.** Pursuant to Florida Statute §287.135(3)(b)2., as may be amended, Owner may terminate this Contract 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.

f) **Affidavit Regarding the Use of Coercion for Labor and Services.**
Florida Statute §787.06(14), requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an Affidavit, as set forth in Owner's 2026-ITB-028, 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 that statute.

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

CITY OF LAKELAND, FLORIDA

By: _____

Sara Roberts McCarley
Mayor

Attest: _____

Kelly S. Koos

Title: City Clerk

CITY OF LAKELAND, FLORIDA
INCORPORATED
JAN. 1, 1885

CONTRACTOR

By: _____

Tom Craft
Title: Senior Vice President

Attest: _____

Printed Name: William Dumas

Title: Assistant Secretary

Approved as to form and correctness:

_____

Palmer C. Davis, City Attorney