

**MEMORANDUM**

**TO:** MAYOR AND CITY COMMISSION  
**FROM:** CITY ATTORNEY'S OFFICE  
**DATE:** June 15, 2026  
**RE:** **Construction Agreement with DB Civil Construction, LLC for Construction of the Hartsell Avenue Trail Project**

Attached for your consideration is an agreement with DB Civil Construction, LLC (DB) for construction of the Hartsell Avenue Trail project.

The Hartsell Avenue Trail project consists of replacing an existing five-foot-wide sidewalk with a ten-foot-wide, shared-use path along the east side of Hartsell Avenue from Sikes Boulevard (SR 563) to Lake Beulah Drive. Additionally, the project includes roadway resurfacing, lighting modifications, curb work, and signing and marking improvements. Construction is anticipated to begin in summer 2026, with an estimated duration of 140 days. A project location map depicting the project limits is attached for reference.

In October 2025, the Lakeland City Commission approved a Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) providing for FDOT funding assistance for the project. The LAP agreement provides a maximum reimbursement amount of \$850,000 for the construction and CEI phases of the project. Specifically, the Agreement provides for FDOT funding for construction of the project in an amount not to exceed \$760,000.

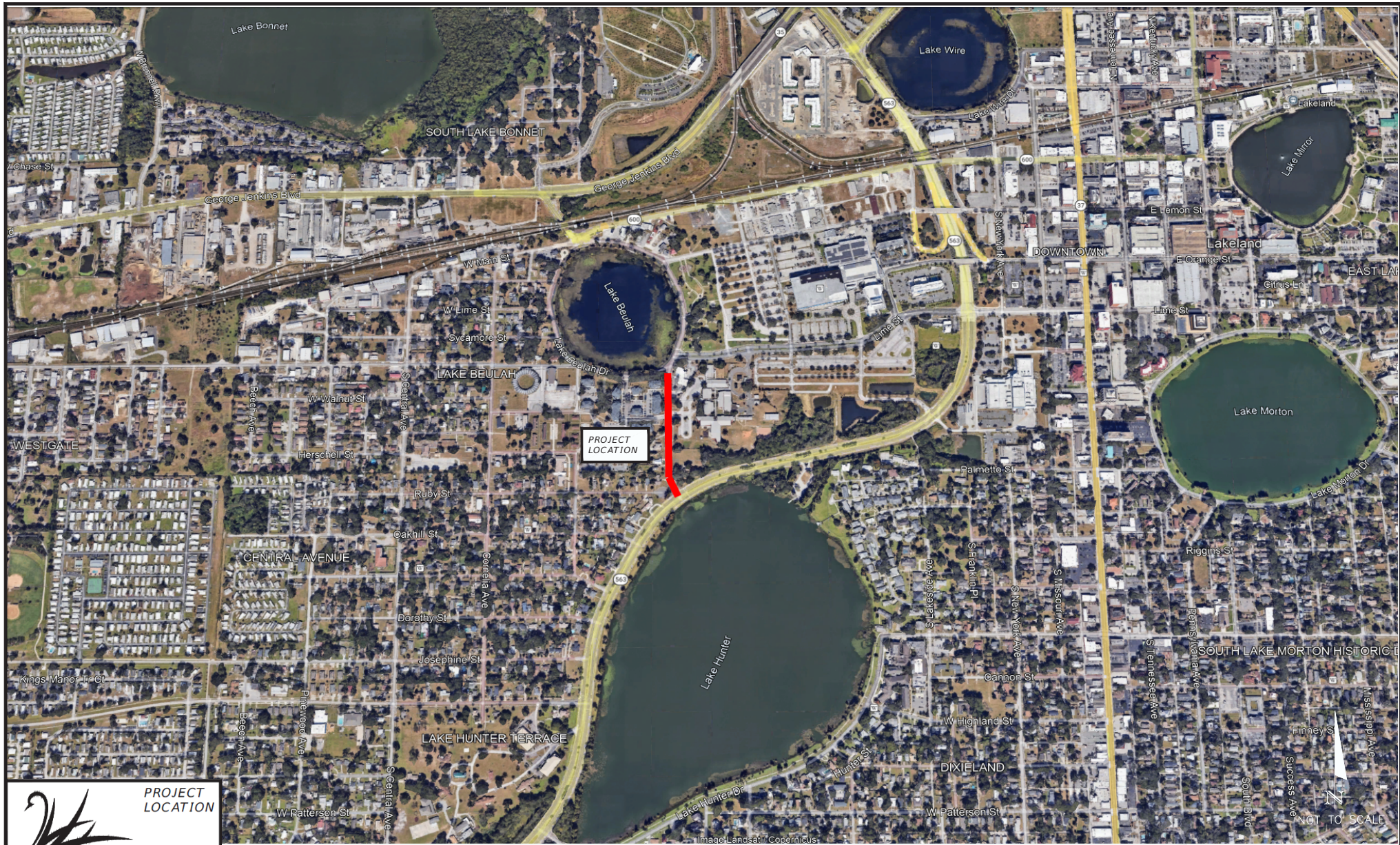
The City's Purchasing Division sought bids for construction of the project in April 2026 and received the following four bids:

- |  |              |
|--|--------------|
| 1. DB Civil Construction, LLC - St. Augustine, FL          | \$544,442.05 |
| 2. CM Engineering Services Florida, PLLC - Kissimmee, FL   | \$599,163.18 |
| 3. Cathcart Construction Company, LLC - Winter Springs, FL | \$678,674.60 |
| 4. Tucker Paving - Winter Haven, FL                        | \$732,790.14 |

Public Works staff conducted a comprehensive review of DB's proposal, in accordance with the Florida Department of Transportation (FDOT) Requirements. The bid was found to be reasonable and fully responsive to the needs of the City.

It is recommended that the City Commission authorize the award of Bid No. 2026-ITB-035 to DB Civil Construction, LLC for the Hartsell Avenue Trail project and authorize the appropriate City officials to execute the construction agreement in the amount of \$544,442.05.

Attachments



**Lakeland**  
PUBLIC WORKS

**PROJECT LOCATION**

**HARTSELL AVENUE FROM SIKES BOULEVARD (SR 563) TO LAKE BEULAH DRIVE**

**EXHIBIT A**

**SHEET 1 of 1**

**SECTION 00 52 43**  
**CONSTRUCTION AGREEMENT FORM**

THIS AGREEMENT is by and between City of Lakeland  
("Owner")  
and DB Civil Construction, LLC  
("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 - WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

**ARTICLE 2 - ENGINEER**

2.01 The Project has been designed by City of Lakeland - Public Works Department Engineering Division, Lakeland, Florida (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 3 - CONTRACT TIMES**

**3.01 Time of the Essence**

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

**3.02 Days to Achieve Substantial Completion and Final Payment**

A. The Work will be substantially completed within **110** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **140** days after the date when the Contract Times commence to run.

**3.03 Liquidated Damages**

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof

allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,609.00 for each day that expires after the time specified in Paragraph 3.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,609.00 for each day that expires after the time specified in Paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

#### ARTICLE 4 - CONTRACT PRICE

4.01 Owner shall pay Contractor \$544,442.05 (Five Hundred Forty-four Thousand Four Hundred Forty-two Dollars and Five Cents) for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 4.01.A below:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

The Bid prices for Unit Price Works set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided as in Paragraph 10.06 of the General Conditions.

#### ARTICLE 5 - PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraphs 5.02.A.1 and 5.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.05.A of the General Conditions (and in the case of Unit Price Work based on the number of units

completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in accordance with s. 255.078 F.S. *Public Construction Retainage*. Payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.01 of the General Conditions;
  - a. 95 percent of Work completed (with the balance being retainage); and
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, the Owner may reduce the remaining retainage withheld to an amount not to exceed 150 percent of the estimated total costs to complete punch list items.

#### 5.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

#### ARTICLE 6 - INTEREST

- 6.01 All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

## ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 5.06 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 5.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 8 - CONTRACT DOCUMENTS

### 8.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 9 inclusive).
  - 2. Public Construction bond (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - 3. Other bonds (pages \_\_\_\_ to \_\_\_\_, inclusive).
    - a. \_\_\_\_ (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - 4. Forms:
    - a. Bid Form (Section 00 41 00).
    - b. Bid Security Form (Section 00 43 13).
    - c. Bidder Qualification Statement (Section 00 45 13).
    - d. Non-Collusion Affidavit (Section 00 45 19).
    - e. Public Entity Crimes Statement (Section 00 45 46).
    - f. Notice of Award (Section 00 51 00)
  - 5. Specifications and Permits as listed in the table of contents of the Bid Documents/Project Manual.
  - 6. Drawings consisting of 26 sheets with each sheet bearing the following general title: Hartsell Avenue Trail and consisting of the following component plan sheets:
    - a. Roadway Plans (5 Sheets)

- b. Temporary Traffic Control Plan (7 Sheets)
- c. Signing and Pavement Marking Plans (5 Sheets)

7. Addenda (numbers \_\_\_ to \_\_ inclusive).

8. Exhibits to this Agreement (enumerated as follows):

- a. Invitation to Bid (Section 00 11 13).
- b. Bid Instructions (Section 00 21 00).
- c. Notice to Proceed (Section 00 55 00).
- d. Application for Payment Form (Section 00 62 76).
- e. Field Order Form (Section 00 63 36).
- f. Work Change Directive Form (Section 00 63 49).
- g. Change Order Form (Section 00 63 63).
- h. Certificate of Substantial Completion (Section 00 65 16).
- i. Standard General Conditions (Section 00 72 00).
- j. Supplementary Conditions (Section 00 73 00).
- k. Supplementary Conditions-Insurance (Section 00 73 13).
- l. Statutory Requirements (Section 00 73 73).
- m. Summary (Section 01 10 00).
- n. Price and Payment Procedures (Section 01 20 00).
- o. Administrative Requirements (Section 01 30 00).
- p. Quality Requirements (Section 01 40 00).
- q. Testing Laboratory Services (Section 01 45 29).
- r. Temporary Facilities and Controls (Section 01 50 00).
- s. Product Requirements (Section 01 60 00).
- t. Execution and Closeout Requirements (Section 01 70 00).
- u. Closeout Submittals (Section 01 78 00).
- v. Documentation submitted by Contractor prior to Notice of Award (pages to , inclusive).

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed (pages 1 to 1, inclusive).
- b. Work Change Directives.
- c. Change Order(s).

B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 8.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 11.01 of the General Conditions.

## ARTICLE 9 - MISCELLANEOUS

### 9.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 9.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 9.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 9.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 9.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and  
  
"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 9.06 Access to Records/ Audit

- A. Contractor shall retain all records relating to this Contract for a period of five (5) 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_ (which is the Effective Date of the Agreement).

OWNER:  
City of Lakeland

CONTRACTOR:  
DB Civil Construction, LLC

By: \_\_\_\_\_

By: Dalton Baylor Digitally signed by Dalton Baylor  
DN: c=US, e=dbaylor@dbcivilconstruction.com,  
o=DB Civil Construction LLC, CN=Dalton Baylor  
Reason: I am approving this document  
Date: 2026.06.04 14:48:44-0400'

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

Title: OWNER / MANAGER

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Attest: *Sydney M Wood*

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

Title: *Estimating Assistant*

Address for giving notices:

Address for giving notices:

Public Works Director's Office

DB Civil Construction, LLC

228 S. Massachusetts Avenue

4475 US-1 South, Suite 707

Lakeland, Florida 33801-5086

St. Augustine, FL 32086

License No.: CUC1224644 & CGC1516846

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

Agent for service or process: \_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

END OF SECTION