

Agmt

RESOLUTION NO. 2022 - 126

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$1,134,393 BETWEEN THE CITY OF TAMPA AND PCL CONSTRUCTION, INC., IN CONNECTION WITH CONTRACT 21-C-00044; PURIFY USABLE RESOURCES FOR THE ENVIRONMENT (PURE) DESIGN-BUILD; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa ("City") selected PCL Construction, Inc., ("Consultant") to provide professional services in connection with Contract 21-C-00044; Purify Usable Resources for the Environment (PURE) Design-Build ("Project") as detailed in the Agreement for Consultant Services ("Agreement"); and

WHEREAS, the City desires to enter into an agreement with the Consultant to provide certain professional services; and

WHEREAS, it is in the best interest of the City of Tampa to enter into this Agreement.

**NOW, THEREFORE,
BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

Section 1. That the Agreement between the City of Tampa and PCL Construction, Inc., in connection with Contract 21-C-00044; Purify Usable Resources for the Environment (PURE) Design-Build as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

Section 2. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said Agreement on behalf of the City of Tampa.

Section 3. This resolution approves an agreement between the City of Tampa and PCL Construction, Inc., in the amount of \$1,134,393, for initial design-build services on the Purify Usable Resources for the Environment (PURE) project within the Water Renewal & Replacement Fund

Section 4. That other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON FEB 03 2022

ATTEST: Shirley Fox-Krawiec
CITY CLERK / DEPUTY CITY CLERK

[Signature]
CHAIRMAN / CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO
LEGAL SUFFICIENCY BY:

E/S
Marcella T. Hamilton, ASSISTANT CITY ATTORNEY

2022-72255

AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this _____ day of _____, 2022, by and between the City of Tampa, a municipal corporation of the State of Florida, hereinafter referred to as "City", and the following entity authorized to do business in the State of Florida: PCL Construction, Inc., hereinafter referred to as "Firm", with a FEIN of 20-3598843.

WITNESSETH:

WHEREAS, the City desires to engage the Firm to perform certain services pertinent to such work which shall be referred to as Contract 21-C-00044; Purify Usable Resources for the Environment (PURE) Design-Build "Project" in accordance with this Agreement; and

WHEREAS, the Firm desires to provide such services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, representations and considerations to be kept, performed and paid, the parties hereto agree for themselves, their successors and assigns, as follows:

I. GENERAL SCOPE OF THIS AGREEMENT

A. The relationship of the Firm to the City shall be that of an independent professional Design-Builder for the Project; and the Firm shall provide the Initial Design-Build services required under this Agreement in accordance with acceptable architectural/engineering/construction practices and ethical standards.

B. Any additional services to be provided by the Firm shall be set out in detail by subsequent Agreement.

C. The Guaranteed Maximum Price proposal to be prepared and provided by the Firm in accordance with this Agreement shall be used as a basis for negotiating the future Agreement for Construction Services. A Design-Build Fee not to exceed seven percent (7%) shall be used in the calculation of the Total Project Cost.

D. The scope of services to be provided is indicated in **Exhibit A**.

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The City shall provide:

A. Available plans and specifications of existing construction.

B. Ground topography.

III. PERIOD OF SERVICE

A. The Firm shall begin work promptly after receipt of a fully executed copy of the Agreement. All work shall be completed within 240 days (8 months) after issuance of the Notice to Proceed.

B. The Firm's services called for under this Agreement shall be completed provided that, if the Firm's services are delayed for reasons beyond the Firm's control, the time of performance shall be adjusted appropriately.

IV. GENERAL CONSIDERATIONS

A. All original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the Firm's services under this Agreement shall become and remain the property of the City upon receipt of payment by the Firm from the City for services rendered in connection with the preparation of said sketches, tracings, etc. Where such documents are required to be filed with governmental agencies, the Firm will furnish copies to the City upon request.

B. The City acknowledges that the materials cited in Paragraph IV. A. above, which are provided by the Firm, are not intended for use in connection with any project or purpose other than the Project and purpose for which such materials were prepared without prior written consent and adaptation by the Firm shall be at the City's sole risk, and the Firm shall have no responsibility or liability therefor.

C. Any use by the City of such materials in connection with a project or purpose other than that for which such materials were prepared without prior written consent and adaptation by the Firm shall be at the City's sole risk, and the Firm shall have no responsibility or liability therefore.

V. COMPENSATION

The City shall compensate the Firm for the Initial Design-Build services performed under this Agreement in the amount of \$1,134,393 in accordance with **Exhibit B**.

VI. PAYMENT

Payments shall be made upon presentation of the Firm's approved invoice.

VII. RECORDS

Records for Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representative at mutually convenient times.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Hillsborough County, Florida as often as the City, HUD (if applicable), representatives of the Comptroller General of the United States or other federal agency may reasonably require. Firm will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The City's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. Firm shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report to HUD, if applicable. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

VIII. PERSONNEL

The Firm represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Agreement. The Firm further certifies that all of its employees assigned to serve the City have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Firm who, in the opinion of the City, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the certain professional engineering services under this Agreement.

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

Suspension, cancellation or abandonment of this Agreement shall be necessitated if any of the following occur: disclosure of City confidential information, procedures or activities; failure of the Firm to aggressively, adequately, timely and appropriately perform the services required by this Agreement to the satisfaction of the City, or other similar cause.

In the event the Project is suspended, cancelled or abandoned at the City's sole discretion, the Firm shall be given fifteen (15) days prior written notice of such action and shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment in an amount mutually agreed to by the City and Firm and supported by back-up documentation.

Upon suspension, cancellation or abandonment of the Project by the City, the Firm shall immediately cease work, deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the Firm's services under this Agreement, and shall be compensated for its services rendered up to the time of such suspension, cancellation or abandonment on a quantum meruit basis; and the Rev. 09-02-20jg City shall have no further financial obligation to the Firm.

X. TERMINATION

A. Termination for Cause.

In the event that the Firm shall for any reason or through any cause not have completed performance within the time fixed for performance under this Agreement; or any representation or warranty made under Article XII of this Agreement shall prove to be untrue in any material respect; or the Firm shall otherwise be in default under this Agreement; or the Firm has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Agreement without the City's consent or approval; or the Firm has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of Firm assets; or the Firm disclosed City confidential information, procedures or activities; or the Firm fails to adequately, timely and appropriately perform the services required by this Agreement or other similar cause.

Then the City may provide five (5) days written notice that the conduct of the Firm is such that the interests of the City are likely to be impaired or prejudiced, stating the facts upon which the opinion is based. Then the City may upon fifteen (15) days written notice, and at the end of the (15) days terminate this Agreement for cause (herein "Termination Date"). Upon that termination for cause, the Firm shall be entitled to compensation for services properly and satisfactorily performed through the date of such termination for cause. However, no allowance shall be included for termination expenses. In the event of such termination for cause, the Firm shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, Firm shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All work accomplished by Firm prior to the Termination Date shall be documented. In the event the project is terminated for cause pursuant to this Article, the Firm shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the Firm's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the City. Notwithstanding the above or any section herein to the contrary, Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Firm.

B. Termination for Convenience.

The City may reduce the scope of work or terminate work under this Agreement or amendment to this Agreement without cause; in the event of such scope reduction or termination other than for cause, the City shall compensate the Firm for services properly performed through the date of such reduction in scope or termination, which date shall be fixed in written notice from the City and which date shall be not sooner than fifteen (15) days after notice. Notwithstanding such termination or reduction in scope, the City shall be entitled to receive from the Firm upon request any and all information related to the Project and the City shall preserve and protect all such information and assure ready access thereto by the Firm in connection with resolution of the amount due to the Firm. The City, at its own discretion, shall be entitled to direct the Firm to terminate any or all the Firm's subcontracts or subconsulting agreements. In the event the project is terminated for convenience pursuant to this Article, the Firm shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the Firm's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the City.

XI. INSURANCE

The Firm, at its own cost and expense, shall effect and maintain at all times during the life of this Agreement insurance, in accordance with that indicated in **Exhibit C**.

XII. INTERESTS OF MEMBERS OF THE CITY

No member of the governing body of the City and no other officer, employee, or agent of the City who exercise any functions or responsibilities in connection with the carrying out of the Project to which this Agreement pertains shall have any personal interest, direct or indirect, in this Agreement.

XIII. INTEREST OF THE FIRM

The Firm covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any project to which this Agreement pertains or any other interest which would conflict in any manner or degree with its performance of any contracted service hereunder. The Firm further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

The Firm shall disclose any clients that may either conflict with or affect its independent judgment when performing any work for the City of Tampa covered by this Agreement. Failure of the Firm to disclose the above professional conflict of interest may result in termination of this Agreement and may require the return of all payments, if any, made to the Firm from the City. If, in its sole discretion, the City of Tampa determines that a professional conflict of interest is deemed to exist, the Firm shall be in default of this Agreement.

XIV. COMPLIANCE WITH LAWS

A. The Firm shall comply with the applicable requirements of State laws and all Ordinances of the City of Tampa as amended from time to time.

B. If the Project involves E.P.A. Grant eligible work, the City and the Firm agree that the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement for work performed.

C. If the Project involves work under other Federal or State Grantors or Approving Agencies, the City and the Firm shall review and approve the applicable required provisions or any other supplemental provisions as may be included in the Agreement.

D. The Firm shall assist the City in complying with all applicable terms and conditions of the government grants under Title XIII, Subchapter C, Part I of the Omnibus Budget Reconciliation Act of 1993 (26 U.S.C. 1391, et seq.) and under Title I of the Housing and Community Development Act of 1974 (PL 93-383), 24 CFR Part 570 *et seq.*

E. The Firm agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standard insofar as those acts apply to the performance of this Agreement.

F. Truth-In-Negotiation Certification: The Firm certifies that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of the execution of the Agreement of which this Certificate is a part. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the Agreement amount was increased due to inaccurate, incomplete, or non-current wage

rates and other factual unit costs and that such original Agreement adjustments shall be made within one (1) year following the end of the Agreement.

XV. ASSIGNABILITY

The Firm shall not assign or transfer any interest in this Agreement without consent from the City; provided, however, that the claim for money due or to become due the Firm from the City under this Agreement may be assigned to a bank or other financial institution or to a Trustee in Bankruptcy. Notice of any such assignment shall be furnished promptly to the City.

XVI. EQUAL EMPLOYMENT

During the performance of this Agreement or any related Work Order, the Firm shall:

A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. The Firm shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. In all solicitations or advertisements for employees placed by or on behalf of the Firm, it must state that all qualified applicants will receive considerations for employment without regard to race, color, religion, age, sex, handicap, or national origin.

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

A. See **Exhibit D** for Tampa's Equal Business Opportunity Program Procedures.

B. The Firm shall demonstrate good faith effort toward the utilization of City of Tampa Certified Women/Minority Business subcontractors, subFirms or suppliers.

C. The City shall make available a list of Certified Women/Minority Enterprises.

D. The Firm shall report to the City its subcontractors/subFirms/suppliers solicited or utilized as required by **Exhibit D**.

E. At the time of the submission of invoices, the Firm shall submit to the City a report (Exhibit D) of all subcontractors, subFirms or suppliers utilized with their final contract amounts and any other reports or forms as may be required by the City.

XVIII. CODE OF ETHICS

In connection with this Agreement, the Firm hereby covenants and agrees that it shall comply with all applicable government laws, statutes, rules and regulations including, without limitation, the City of Tampa's Code of Ethics. Pursuant to Section 2-522 of the City of Tampa Code, the Firm acknowledges that if it fails to comply with the City of Tampa's Code of Ethics, such a failure shall render this Agreement voidable by the City and subject the Firm to debarment from any future City contracts or agreements.

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

Firm shall perform this Agreement as an independent Firm and nothing contained herein shall in any way be construed to constitute Firm or the assistants of Firm to be representative, agent, subagent, or employee of City or

any political subdivision of the State of Florida. Firm certifies Firm's understanding that City is not required to withhold any federal income tax, social security tax, state and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind or to take any other action with respect to the insurance or taxes of Firm and assistants of Firm.

In no event and under no circumstances shall any provision of this Agreement make City or any political subdivision of the State of Florida liable to any person or entity that contracts with or that provides goods or services to Firm in connection with the Services the Firm has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against Firm; and there is no contractual relationship, either express or implied, between City or any political subdivision of the State of Florida any person or any political subdivision of the State of Florida any person or entity supplying any work, labor, services, goods or materials to Firm as a result of the provisions of the Services provided by Firm hereunder or otherwise.

XX. SEVERABILITY

If any item or provision to this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

XXI. CHOICE OF LAW

The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance and enforcement.

XXII. DESIGNATION OF FORUM

Any part bringing a legal action or proceeding against any other party arising out of or relating to this Agreement may bring the legal action or proceeding in the United States District Court for the Middle District of Florida, Tampa Division or in any court of the State of Florida sitting in Tampa.

XXIII. AUTHORIZATION

Each party represents to the other that such has authority under all applicable laws to enter into an agreement containing each covenants and provisions as are contained herein, that all of the procedural requirements imposed by law upon each part for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed the Agreement on behalf of each party are authorized and empowered to execute said Agreement.

XXIV. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. Exhibits to this Agreement shall be deemed to be incorporated by reference as though set forth in full herein. In the event of a conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, and unless otherwise specified herein, then this Agreement will prevail.

XXV. INDEMNIFICATION

To the fullest extent permitted by law, Firm shall indemnify and hold harmless City from liabilities, damages, losses and costs, including reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Firm and persons employed or utilized by Firm in its performance hereunder. The Firm shall not be required to defend, indemnify or hold harmless the City for any acts, omissions, or negligence of the City, the City's employees, agents, or separate contractors.

XXVI. ESTOPPEL/WAIVER

No waiver of any provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing waiver.

The failure of the City to enforce any term or condition of this Agreement shall not constitute a waiver or estoppel of any subsequent violation of this Agreement.

XXVII. AUDIT REQUIREMENTS.

In the event, that during the period of this Agreement, the Firm expends more than \$750,000 in federal funds in an operating year from this and other federal grants, the Firm shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed and a copy furnished to the City, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the City. For purposes of this Agreement, an operating and/or audit year is the equivalent to the Firm's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

The audit shall be conducted in compliance with the Office of Management and Budget: Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, which are made a part of this Agreement by reference thereto. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, the Firm shall be held liable for reimbursement to the City of all funds not expended in accordance with these applicable regulations and Agreement provisions within thirty (30) calendar days after the City has notified the Firm of such non-compliance. Said reimbursement shall not preclude the City from taking any other action as provided herein.

If expenditure does not exceed \$750,000 during an operating year, the Firm shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

State Single Audit: Each nonstate entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if an nonstate entity expends \$750,000 or more of State financial assistance in any fiscal year of such nonstate entity in accordance with the requirements of the Florida Single Audit Act.

XXVIII. DEFAULT

In accordance with 24 CFR 85.43, a default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision in all Articles herein, any material breach of this Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner. A cancellation for default pursuant to this Article shall not impair or limit the City's remedy for the Firm's breach of warranty to the extent of work performed, not for errors or omissions in the professional engineering services prior to cancellation.

XXIX. BUDGET APPROPRIATIONS

The City is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriates. With respect to this Agreement, the City has budgeted and appropriated sufficient monies to fund the City's obligations under this Agreement. The obligations of the City hereunder shall not constitute a general indebtedness of the City within the meaning of the Florida Constitution.

XXX. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List or are

engaged in a boycott of Israel, and of \$1 million or more with companies that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. Specifically, Section 287.135(2), Florida Statutes, states: "A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or 2. Is engaged in business operations in Cuba or Syria." Upon submitting its bid or proposal, a bidder/proposer: (i) certifies the company is not in violation of Section 287.135, Florida Statutes, and shall not be in violation at the time the company enters into or renews any resulting contract; and (ii) agrees any such resulting contract shall be deemed to contain a provision that allows the City, at its option, to terminate such contract for cause if the company is found to have submitted a false certification, been placed on one or any of the foregoing Lists, been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria.

XXXI. PUBLIC RECORDS

A. Exempt Plans. FIRM pursuant to this Agreement (and as part of the solicitation process that resulted in award of this Agreement) may hold, come into possession of, and/or generate certain building plans, blueprints, schematic drawings, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, facility, or other structure owned or operated by the City or an agency (singularly or collectively "Exempt Plans"), which pursuant to Section 119.071(3), Florida Statutes, are exempt from Section 119.07(1), Florida Statutes and Section 24(a), Art. I of the Florida State Constitution. FIRM certifies it has read and is familiar the exemptions and obligations of Section 119.071(3), Florida Statutes; further that FIRM is and shall remain in compliance with same, including without limitation maintaining the exempt status of such Exempt Plans, for so long as any Exempt Plans are held by or otherwise in its possession. This section shall survive the expiration of earlier termination of this Agreement.

B. Data Collection. Pursuant to Section 119.071(5)(a)2a, Florida Statutes, social security numbers shall only be collected from FIRM by the CITY should such number be needed for identification, verification, and/or tax reporting purposes. To the extent FIRM collects an individual's social security number in the course of acting on behalf of the CITY pursuant to the terms and conditions this Agreement, FIRM shall follow the requirements of Florida's Public Records Law.

C. Access. The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, FIRM agrees to comply with Florida's Public Records Law, including the following:

1. FIRM shall keep and maintain public records required by the CITY to perform the services under this Agreement;

2. Upon request by the CITY, provide the CITY with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the CITY) on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if FIRM does not transfer the records to the CITY;

4. Upon completion (or earlier termination) of the Agreement, FIRM shall within 30 days after such event either transfer to the CITY, at no cost, all public records in possession of the FIRM or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If FIRM transfers all public records to the CITY upon completion (or earlier termination) of the Agreement, FIRM shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon completion (or earlier termination) of the Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the agency.

The failure of FIRM to comply with Chapter 119, Florida Statutes, and/or the provisions set forth in this Article shall be grounds for immediate unilateral termination of the Agreement by the CITY; the CITY shall also have the option to withhold compensation due FIRM until records are received as provided herein.

IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FIRM’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-274-8598, JIM.GREINER@TAMPAGOV.NET, AND CONTRACT ADMINISTRATION DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 4TH FLOOR, 306 E. JACKSON ST. TAMPA, FLORIDA 33602.

XXXII. E-VERIFY

Pursuant to §448.095, Florida Statutes, Firm certifies that it is registered with and uses the U.S. Department of Homeland Security’s E-Verify system to verify the US employment eligibility of all of Firm’s employees hired by the Firm during the term of this Agreement and/or while performing work or providing services for the City of Tampa. Firm shall require that all subcontractors performing work or providing services on behalf of Firm for the City of Tampa also comply with the requirements of §448.095, Fla. Stat and utilize the E-Verify system to verify US employment eligibility of all employees hired by subcontractor. The Firm shall require for the subcontractor to provide to Firm an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Firm shall maintain a copy of such affidavit for the duration of the Agreement.

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its City Clerk, and the Firm has hereunto set its hand and Seal in TRIPLICATE, the day and year first written above.

PCL CONSTRUCTION, INC

CITY OF TAMPA, FLORIDA

By: _____
(Signatory, President/Vice President, etc.)
Authorized Officer or Individual

By: _____
Jane Castor, Mayor (SEAL)

ATTEST:

By: _____
Shirley Foxx-Knowles, City Clerk

Approved as to Legal Sufficiency and authorized
by Resolution No. _____.

Marcella T. Hamilton, Assistant City Attorney

Exhibit A
Scope of Services
Contract 21-C-00044
Purify Usable Resources for the Environment (PURE) - Implementation Program
Phase I

Data Collection, Regulatory Coordination, Preliminary Design and Public Outreach

GENERAL

The following Scope of Services describes work to be performed by PCL Construction, Inc (Firm) associated with Phase I of Purify Usable Resources for the Environment (PURE) project (Project) for the City of Tampa (City). The Firm will provide investigations in advance of the detailed design, construction, and operation of PURE. The services include the following major tasks: project management, alternatives selection, stakeholder engagement, public outreach, regulatory coordination, and Enhanced Source Control Program implementation, conceptual design development, and delivery of a Preliminary Design Report.

The PURE project has three key goals:

1. Provide for minimum flow levels (MFLs) for the Lower Hillsborough River (LHR).
2. Improve the management and sustainability of the Hillsborough River Reservoir (HRR) as a source of drinking water for the City.
3. Address Senate Bill 64 (F.S. 403.064(17)) which essentially eliminates surface water discharge from the Howard F. Curren Advanced Wastewater Treatment Plant (HFCAWTP).

These three key goals are to be addressed within the selected Alternatives Combination, or via an alternatively recommended Alternatives Combination. The City would like to select the preferred Alternatives Combination (see Task 2) by the end of June 2022, with the formal documentation to support the selection with detailed design developed in the months following this selection.

SCOPE OF WORK

Task 1 Project Management

1.1 Project Management and Subconsultant Management: The Firm will provide project management throughout the duration of this project. Project management activities will consist of the following:

- Day-to-day communications and coordination with City staff.
- Preparation of a project work plan and distribution to project personnel. The work plan will include the project purpose and objectives, scope of work, an organization chart, communication protocol, and schedule. The Project Plan will be a "living" document to be updated for subsequent phases of this Project.
- Project Quality Management Plan: The Firm will develop a quality control and management plan (QM Plan) that identifies the quality management schedule, procedures, and key personnel. The QM Plan will be a "living" document to be updated for subsequent phases of the Project.

- **Project Updates:** Provide the City with Monthly Status Reports updates over the project duration that identify the work that has been performed during the month and a summary of work anticipated in the upcoming month. These reports will be delivered as part of the monthly progress payment request and include updated decision logs, action item logs, and an estimate of the work completed (actual versus projected).
- **Project Schedule:** Maintain a project schedule for the management of the study. Each task identified in the scope of work will be included in the project schedule. The project schedule will be updated monthly and delivered to the City as part of the monthly progress payment request.
- **Communications:** Maintain the current ProjectWise site to provide the City access to materials being produced by the Firm. Work with the City to provide/upload documents to the City's tracking system, e-Builder.
- **Maintain Action Item and Decision Logs:** Create and maintain throughout the project an Action Item and Decision Log. These logs will be routinely updated and included in the Monthly Status Reports which will be made available on ProjectWise.
- **Presentation Materials:** The Firm will develop presentation materials to be used in status reports provided to the City and other agencies.

1.2 Project Kickoff Meeting: The Firm will schedule and attend a project kickoff meeting with the City. The Firm will prepare an agenda and presentation materials for the meeting and provide a meeting summary.

1.3 Data Collection: The Firm will prepare an inventory of the materials/information required and obtain the requested information. The Firm will provide preliminary analysis of the information received to confirm it is as requested and applicable to the project needs.

Task 1 Deliverables:

- Phase I Project Work Plan in MS Word and PDF
- Phase I Project Quality Management Plan in MS Word and PDF
- Inventory of requested/required City data in Excel and PDF
- Monthly project update reports (8 total, assuming eight-month Phase 1 duration) in PDF
- Action and decision logs in MS Excel and PDF
- Project kickoff and monthly progress meeting agendas in MS Word and PDF

Task 1 Meetings:

- Project kickoff meeting
- Monthly progress meetings, assumed up to eight (8) meetings which may be combined with other meetings noted in this Scope of Work

Task 2 Project Alternatives Selection

The Firm will evolve the evaluation of Alternatives Combinations with the goal to allow the City to select the preferred alternative to advance in future phases of this overall Project. The list of alternatives proposed for further evaluation will include the following which had been evaluated by the City based on previous work:

- Combination II – Beneficial Discharge to the LHR to meet MFLs from the HFCAWTP
 - Augmentation of the HRR for both water supply resiliency and meeting MFLs with PURE water delivered to the base (upstream) of the reservoir's dam.
 - The sale of PURE water to potential customers
 - Remainder of PURE water disposed via deep well injection
- Combination III - Aquifer Recharge from the HFCAWTP with Recovery and Discharge to the HRR
 - Augmentation of the HRR for both water supply resiliency and meeting MFLs with PURE water delivered upstream of the reservoir's dam and downstream of the David L. Tippin Water Treatment Facility (DLTWTF) intake.
 - Additional treatment at the HFCAWTP needed to meet water quality requirements for groundwater augmentation, discharge to the HRR, and indirect potable reuse.
 - Groundwater recharge and recovery well systems
 - Outfall at the HRR
 - Associated conveyance systems

- In addition, the Firm will evaluate an additional alternative that considers the location and type of advanced treatment processes that would be needed for Direct Potable Reuse (DPR) at either the HFCAWTP or at an industrial location near the Tampa Airport (source would be the 36" reclaimed water line in the vicinity of the airport).

The Firm will evaluate these alternatives relative to the capital/life-cycle costs, ability to permit, public acceptance, residuals management, and ability to meet overall project goals.

Any future advanced treatment system used for potable reuse will require pilot testing in order to be permitted (draft State regulations expected in the Summer of 2022), however most process applications are well-known, and performance can be assumed for the purposes of the evaluation described in this scope. One exception is the Suspended Ion Exchange (SIX) process, which is a novel technology that has shown significant promise at the bench scale but for which no performance track record at either pilot- or full-scale exists for treating reclaimed water.

Based on the evaluation and feedback from Task 3, the Firm will propose a recommended alternative, which may include a combination of elements from Combinations II and III, with modifications and additions as needed.

Note: The purpose of this task is to perform a planning-level analysis (and planning level cost estimating) to allow the City to select a preferred option for further development.

Task 2 Deliverables:

- Draft and Final Project Alternatives Combinations technical memorandum summarizing findings from this task in MSWord and PDF format.
- PowerPoint presentations for project team meeting updates

- Graphics/Deliverables for Carollo and City presentations

Task 2 Meetings:

- Alternative analysis workshops up to three (e.g. as initial, midpoint, and pre-final workshops) to discuss findings and work with the City to identify/evolve the alternative analysis
- Meeting agendas and minutes in MS Word and PDF

Task 3 Public and Stakeholder Outreach

The first phase of the public and stakeholder outreach will focus on developing the project brand, expanding engagement with stakeholder groups and building trust with the public through transparent communications and inclusive outreach. Additionally, outreach and education activities will support the City's One Water approach. The Firm will:

- **Develop an outreach plan** to include long-term and short-term goals, identify all audiences, tactics customized for specific audiences, timeline and evaluation metrics. Tactics include, but are not limited to:
 - Develop an educational video series
 - Launch speaker's bureau
 - Develop the One Water Citizen Advisory Committee (for the City's ambassador program)
 - Organize and participate in community events
 - Issue a follow up city-wide survey
- **Create the PURE project brand** and develop graphics library and templates.
- **Support the City in other associated outreach efforts** on as needed basis.

Task 3 Meetings:

- Bi-weekly engagement coordination/update meetings with the Firm's technical team, key city staff, HDR and Vistra

Task 3 Deliverables:

- Public Outreach Plan
- PURE project brand graphics library and templates
- Additional fact sheets as needed

Task 4 Institutional and Regulatory Coordination

PURE will require coordination and permitting activities with the Florida Department of Environmental Protection (FDEP), SWFWMD and other agencies to implement many of the potential Project elements, including overall potable reuse permitting, aquifer recharge and recovery permitting, permitting the augmentation of the HRR or the LHR, and DPR. Permitting aspects will be considered as part of the Alternatives Combination evaluation performed under Task 1 and initial meetings listed in this Task 5 will support those evaluations under Task 1.

Once an Alternatives Combination has been selected and confirmed by the City, a Permitting Plan will be developed that identifies the permits needed for each project element and set the approach to coordinating and obtaining them. The Permitting Plan will be a “living” document to be updated throughout the Project.

Task 4 Deliverables:

- Permitting Plan in MS Word and PDF files.
- Meeting Agendas and Meeting Notes in MS Word and PDF

Task 4 Meetings:

- Meetings with FDEP and SWFWMD as may be required as part of Phase I of PURE
- Meeting with other agencies as may be required to advance the implementation of PURE
- For budget purposes, up to six meetings are assumed in Phase I under this Task. Additional meetings may be required in future project Phases

Task 5 Enhanced Source Control Program

5.1 Treatment and Disposal Alternatives for an Industrial Customer and/or the East Tampa Pump Station

The Firm will investigate options for addressing the high total dissolved solids (TDS) levels occurring at the East Tampa Pump Station and an industrial customer discharge to the collection system. Solutions may include satellite treatment and/or deep well injection. The Firm will engage with an industrial customer to discuss potential alternatives.

Task 5 Deliverables:

- Treatment and Disposal alternatives analysis draft and final report in MS Word and PDF

Task 5 Meetings:

- Meetings with City relative to an industrial customer, assumed up to four meetings
- Meetings with an industrial customer, assumed up to four meetings
- Meeting agenda and minutes in MS Word and PDF

Task 6 Pilot Testing

Many PURE scenarios require additional advanced treatment of HFCWTP effluent. The SIX process is an alternative technology that has shown significant promise at the bench scale but for which no performance track record at either pilot- or full-scale exists for treating reclaimed water. The SIX pilot testing will be completed on HFCWTP effluent in parallel with the alternatives evaluation, such that at minimum preliminary results are available for consideration. In addition, the Firm will either test fixed bed ion exchange vessel columns at their Water ARC® facility or side-by-side with the SIX process at the HFCWTP. The testing of the fixed bed ion exchange will be used to

document treatment curves for various constituents and compare alongside the results from the testing of the SIX process.

The Firm will develop a pilot testing protocol plan that details the pilot testing facilities along with the testing and sampling protocols. Upon approval of the pilot testing plan, the Firm will provide pilot testing support such as negotiation of the equipment leasing for bench and pilot testing, coordinate laboratory analysis, pilot test operations and support, pilot testing study report development. The amount from the supplier (Ramboll) for the lease of the SIX pilot is included. An allowance is included for the labor, installation, materials to relocate the SIX pilot from DLTWTF to the HFCAWTP facility and potential installation of fixed bed ion exchange vessel columns at the HFCAWTP.

The pilot testing (fixed bed IX and SIX) will be conducted for six (6) months.

Task 6 Deliverables:

- Draft and Final Pilot Testing Plan
- Draft and Final Pilot Monthly Testing Results
- Draft and Final Pilot Testing Report

Task 6 Meetings:

- Meeting with City to review and finalize the pilot testing plan
- Meetings with City to review pilot testing results, up to three assumed
- Meeting agendas and minutes in MS Word and PDF

Task 7 Summary Report

The Firm will develop a summary report that describes the proposed PURE project, based on the combination of elements selected for inclusion in the PURE project as well as the rationale for selection of the preferred option. An executive summary will be provided for ease of communication of the selected project approach. The reports developed during this phase of the Project will be compiled into this one overall summary report.

Task 7 Deliverables:

- Draft and Final Preliminary Report in MS Word and PDF files.
- Presentations to the City Council, or others, up to three assumed

Task 7 Meetings:

- Project meeting with City to review and finalize the Preliminary Design Report

Schedule

The project tasks noted within the Scope of Work will be complete within an 8-month period (including 6 months of pilot testing). This schedule assumes the City provides the requested information in a timely fashion and the direction on the selected Alternatives Combination is agreed upon within six months, with two months for documentation and development of the planning for the subsequent phases of this Project. There is a potential that the pilot testing task extends beyond this schedule if the City and Engineer determine

additional testing is required or there is a delay in the timing to relocate and setup the pilot unit from the DLTWTF.

Assumptions

1. Since the Alternatives Combination has not yet been selected and the goal is to select this by the end of June 2022, the 30% design development is not included and will be part of the next phase of the Project.
2. Groundwater model updates including gathering additional information, such as with core borings, is not included and will be included in future phases of this Project.
3. The siting, permitting, and installation of groundwater recharge and recovery wells, including the currently permitted TAP-D and TAP-E wells, are not included and will be included in future phases of this Project.
4. Future efforts to further develop the Enhanced Source Control Program will be necessary for the successful implementation of PURE and are anticipated to be part of future phases of this Project.
5. Pilot testing (fixed bed ion exchange and SIX) is proposed for six (6) months, if there is a delay in getting the pilot testing equipment relocated and running the pilot testing portion may go beyond the 8-month total Phase schedule noted in this Scope.
6. Pilot testing of fixed bed ion exchange is proposed to be conducted at the Engineer's Water Arc facility; however, it may be determined during the pilot testing protocol development that testing at HFCAWTP is more efficient and effective.

**Exhibit B
Compensation
Contract 21-C-00044**

Purify Usable Resources for the Environment (PURE) - Implementation Program Phase I

Data Collection, Regulatory Coordination, Preliminary Design and Public Outreach

Firm's compensation will be on a time and material basis with a not-to-exceed amount of \$1,134,393. Firm shall advise City in writing when costs incurred equal 80% of said amount. Firm's per hour rates to be applicable without adjustment for the entire term of this phase of the project as shown below and incorporated into this Exhibit B.

PCL Construction, Inc.	
Labor Category	Hourly Rate
Project Director	\$263.00
Construction Design-Build Manager	\$155.00
Estimating Manager	\$175.00
Senior Estimator	\$110.00
Estimator	\$85.00
Project Manager	\$130.00
Assistant Project Manager	\$102.00
Senior Superintendent	\$130.00
Superintendent	\$120.00
Assistant Superintendent	\$105.00
Field Engineer	\$95.00
Safety Manager	\$135.00
Scheduler	\$140.00
QA/QC Support	\$145.00
Risk Manager	\$160.00
Clerical/Administrative Assistant	\$75.00
Accountant	\$85.00

Carollo Engineers, Inc.	
Labor Category	Hourly Rate
Senior Professional	\$279.00
Lead Project Professional	\$245.00
Project Professional	\$224.00
Professional	\$183.00
Assistant Professional	\$146.00
Associate Professional	\$139.00
Senior Designer	\$228.00
Senior Technician	\$200.00
Technician	\$138.00
Document Processor	\$123.00
Clerical/Administrative Assistant	\$102.00
Senior Resident Project Representative	\$210.00
Resident Project Representative	\$157.00

CITY OF TAMPA INSURANCE REQUIREMENTS DB/GMP

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims for injuries to persons (including death) or damages to property which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subcontractors, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Firm's maintenance of insurance coverage as required herein is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation Firm's affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s) whether during the term of the Agreement or after as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement to which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as a material breach of the Agreement. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect itself (charging Firm for same) and at City's option suspending Firm's performance until such coverage is in place. If Firm does not reimburse City for such costs within 10 days after demand, in addition to any other rights, City shall also have the right to offset such costs from amounts due Firm under any agreement with the City. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

The City reserves the right from time to time to modify or waive any or all of these insurance requirements (or to reject policies) based on the specific nature of goods/services to be provided, nature of the risk, prior experience, insurer, coverage, financial condition, failure to operate legally, or other special circumstances. If Firm maintains broader coverage and/or higher limits than the minimums shown herein, the City requires and shall be entitled to such broader coverage and/or higher limits maintained by Firm. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements are sufficient to cover Firm's interests, liabilities, or obligations. Required insurance shall not limit Firm's liability.

Firm acknowledges and agrees Firm and not the City is the party in the best position to determine applicability (e.g. "IF APPLICABLE"), confirm, and/or verify its insurance coverage. Acceptance by the City, or by any of its employees, representatives, agents, etc. of certificates or other documentation of insurance or policies pursuant to the terms of this document and the Agreement evidencing insurance coverages and limits does not constitute approval or agreement that the insurance requirements have been met or that coverages or policies are in compliance. Furthermore, receipt, acceptance, and/or approval of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its employees, representatives, agents, etc., which indicate less coverage than required does not constitute a waiver of Firm's obligation to fulfill these insurance requirements.

MINIMUM SCOPE AND LIMIT OF INSURANCE

("M" indicates million(s), for example \$1M is \$1,000,000)

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements. If a general aggregate limit applies; it shall apply separately to the project/location (ISO CG2S 03 or 2S 04 or equivalent). (ALWAYS APPLICABLE)

B. Automobile Liability (AL) Insurance in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent). (ALWAYS APPLICABLE)

C. Worker's Compensation (WC) & Employer's Liability Insurance for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements. (ALWAYS APPLICABLE)

D. Excess (Umbrella) Liability Insurance for Agreements valued at \$2M or more, Firm will provide an increasing amount of liability coverage as the amount of work increases. A \$50M excess liability tower will be provided for the first three years. Limits will be reviewed at the renewal for appropriateness, with an eventual maximum limit of \$100M in excess coverage. May also compensate for a deficiency in CGL, AL, or WC. (ALWAYS APPLICABLE)

E. Builder's Risk Insurance for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's value under construction and not accepted by the City, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. Firm to provide an increasing limit of coverage to coincide with the issuance of GMP's. Wind/named storm and flood sub-limits not to exceed \$50M. (IF APPLICABLE)

F. Installation Floater coverage for property (usually highly valued equipment or materials such as compressors, generators, etc.) during its installation. Coverage must be "All Risk" including installation and transit for no less than 100% of the installed replacement cost value. (IF APPLICABLE)

G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPL)/ Medical Malpractice Insurance where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least \$1M per occurrence and \$2M aggregate; deletion of design/build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. (IF APPLICABLE)

H. Railroad Protective Liability (RPL) Insurance for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved rail road's approval prior to commencement of work. (IF APPLICABLE)

I. Pollution and/or Asbestos Legal Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least \$1M per occurrence and \$2M aggregate, maintained for at least 3 years after Agreement completion. (IF APPLICABLE)

J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services and products are involved. Limits of not less than \$2M per occurrence and \$2M aggregate. Coverage sufficiently broad to respond to duties and obligations undertaken by Firm, and shall include, but not be limited to, claims involving infringement of intellectual property/copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses. (IF APPLICABLE)

K. Drone/UAV Liability Insurance where Agreements involves unmanned aerial vehicles/drones. Coverage to include products and completed operations, property damage, bodily injury with limits no less than \$1M per occurrence, and \$2M aggregate; may be provided by CGL endorsement subject to City's prior written approval. (IF APPLICABLE)

L. Longshore & Harbor Workers' Compensation Act/Jones Act for work

being conducted near, above, or on "navigable waters" for not less than the above Employer's Liability Insurance limit. **(IF APPLICABLE)**

M. Garagekeeper/Hangerkeeper/Marina Operator Legal Liability Insurance and/or Hull/P&I Insurance where parking lot, valet, dealership, garage services, towing, etc. and/or operation of a hangar, marina, or air plane/ship repairer, providing safe berth, air/watercraft storage/docking (on land/ in water), fueling, tours, charters, ferries, dredges, tugs, mooring, towing, boat/aircraft equipment/repair/alteration/maintenance, etc.; cover- age against liability for damage to vehicles air/watercraft, their machinery in Firm's care, custody, or control both private & commercial. Limits at least equal to greater of \$1M, value of max number of vehicles that may be in Firm's custody, or of most costly object in Firm's custody. **(IF APPLICABLE)**

N. Property Insurance and Interruption of Business (IOB) Insurance where premises, building, structure, or improved real property is leased, licensed, or

otherwise occupied by Firm. Property Insurance against all risks of loss to any occupant/tenant improvements at full replacement cost with no coinsurance penalty, including fire, water, leak damage, and flood, as applicable, vandalism and malicious mischief endorsements. IOB by which minimum monthly rent will be paid to City for up to 1 year if premises are destroyed, rendered inaccessible or untenable, including disruption of utilities, water, or telecommunications. **(IF APPLICABLE)**

O. Liquor Liability/Host Liquor Liability where Firm directly or indirectly provides alcoholic beverages, limits of at least \$1M per occurrence and \$1M aggregate. **(IF APPLICABLE)**

P. Educators Legal Liability Insurance where day care, after school program, recreational activities, etc. limits per G above. **(IF APPLICABLE)**

ADDITIONAL REQUIREMENTS

ACCEPTABILITY OF INSURERS- Insurance is to be placed with insurers licensed and authorized to conduct business in the State of Florida and who have a current A.M. Best rating of no less than **A-:VII** or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

ADDITIONAL INSURED - **City, its elected officials, departments, officers, officials, employees, and volunteers together with, as applicable, any associated lender of the City shall be covered as additional insureds on all liability coverage** (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

CANCELLATION/NON-RENEWAL - Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following:

- Contract Administration Department, 306 E Jackson St, Tampa, FL 33602
- Purchasing Department, 306 E Jackson Street, Tampa, FL 33602
- Other: _____

CERTIFICATE OF INSURANCE (COI) - to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to insure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

CLAIMS MADE - If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) - must be disclosed to City and, if over \$500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if a SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

PERFORMANCE - All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

PRIMARY POLICIES - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, employees, and volunteers shall be excess of the Firm's insurance and shall not contribute with it.

SUBCONTRACTORS/INDEPENDENT ASSOCIATES/CONSULTANTS/SUBTENANTS/SUBLICENSEE - **Firm shall require and verify that all such entities maintain insurance meeting all requirements stated herein with the City as an additional insured** by endorsement (ISO FORM CG 20 38, or broader) or otherwise include such entities within Firm's insurance policies. Upon City's request, Firm shall furnish complete and certified copies of copies of such entities' insurance policies, forms, and endorsements.

SUBCONTRACTOR DEFAULT INSURANCE CONTROLLED INSURANCE PROGRAM WRAP-UP - Use requires express prior written consent of City Risk Manager.

UNAVAILABILITY - To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

WAIVER OF SUBROGATION - With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

WAIVER/RELEASE AGREEMENT - Where Firm has a defined group of persons who might be exposed to harm (e.g. participants in an athletic event/program, volunteers) any waiver or release agreement used by Firm whereby such persons (and their parent/guardian as applicable) discharge Firm from claims and liabilities, shall include the City, its elected officials, departments, officers, officials, employees, and volunteers to the same extent as Firm.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 TAM	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No, Ext): 866-966-4664 E-MAIL ADDRESS: Chicago.CertRequest@marsh.com FAX (A/C, No): 212-948-0770													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic Insurance Company	24147	INSURER B : N/A	N/A	INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Old Republic Insurance Company	24147													
INSURER B : N/A	N/A													
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														

COVERAGES **CERTIFICATE NUMBER:** CHI-009983637-05 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 313941-21	07/01/2021	07/01/2022	EACH OCCURRENCE	\$ 10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 10,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 10,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 10,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			MWTB 313942-21	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 313940-21 (AL, AZ, CA, CO, CT, FL, GA, HI, KY, LA, MD, MN, MO, NC, NJ, NY, OK, OR, SC, TN, TX, UT, VA, VT, WI)	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: #21-C-00044, Purify Usable Resources for the Environment (PURE).
 City of Tampa, Florida is/are included as additional insured where required by written contract with respect to General Liability and Automobile Liability. Professional services for Architects, Engineers, Consultants, etc. are excluded per endorsement CG 22 80. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of Subrogation is applicable where required by written contract, subject to policy terms and conditions.

CERTIFICATE HOLDER City of Tampa, Florida Attn: Contract Administration Department 306 E. Jackson Street, #280A4N Tampa, FL 33602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: PCL Construction Enterprises, Inc.

Endorsement Effective Date: 07/01/21

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization with whom you have agreed , through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage on a primary, non-contributory basis.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED PCL Construction, Inc. 1 N. Dale Mabry, Suite 300 Tampa FL 33609 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Indian Harbor Insurance Company		36940
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570090613505 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Env Contr Prof			CE0744694805 SIR applies per policy terms & conditions	07/01/2021	07/01/2022	Per Claim/Aggr \$10,000,000

Certificate No : 570090613505

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: City of Tampa, FL.
 City of Tampa, Florida, its elected officials, departments, officers, employees and volunteers together with as applicable, any associated lender of the City are included as additional insured in accordance with the policy provisions of the Pollution Liability policy. A waiver of Subrogation is granted in favor of City of Tampa, Florida, its elected officials, departments, officers, employees and volunteers in accordance to the policy provisions of the Professional and Pollution Liability policies.
 See attached Addendum for Pollution Schedule of Limits.

CERTIFICATE HOLDER City of Tampa, Florida Attn: Contract Administration Department 306 E. Jackson Street, #280A4N Tampa FL 33602 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED PCL Civil Constructors, Inc.	
POLICY NUMBER See Certificate Number: 570090613505			
CARRIER See Certificate Number: 570090613505	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Pollution Limits Schedule

Primary Pollution Policy
 Policy Number: CPL742053907
 Carrier: Indian Harbor Insurance Company
 Policy Term: 07/01/2021 to 07/01/2022
 Each Pollution Condition: \$5,000,000
 Aggregate Limit of Liability: \$5,000,000
 SIR: \$500,000



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

**Page 3 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-20)**

Contract No.: 21-C-00044 Contract Name: Purify Usable Resources for the Environment (PURE) Design-Build
 Company Name: PCL Construction, Inc. Address: 1 N Dale Mabry Hwy, Suite 300, Tampa, FL 33609
 Federal ID: 20-3598843 Phone: 813-425-1440 Fax: 813-961-1575 Email: mamckinney@pcl.com

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)

Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

No Subcontracting/consulting (of any kind) will be performed on this contract.

No Firms are listed to be utilized because: _____

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
W 26-3947444	AREHNA Engineering, Inc. 5012 W Lemon St., Tampa, FL 33609 P: 813-944-3464, F: 813-944-4959, E: jmcroly@arehna.com	CF	925	TBD	1%
S, W 59-3359574	Ariel Business Group, Inc. 3706 W. McKay Avenue, Tampa FL 33607 P: 813-207-0003, F: 813-286-7037, E: contactus@arielbusinessgroup.com	BM	912	TBD	1.5%
S 20-4549999	ASRus, LLC 13329 N. Armenia Avenue, Tampa, FL 33613 P: 813-765-7942, E: mmcneal@asrus.net	AF (55%) BM (45%)	91843	TBD	8%
W 59-3237612	Barnes, Ferland and Associates, Inc. 1230 Hillcrest Street, Ste. 100, Orlando, FL 32803 P: 407-896-8608, F: 407-896-1822, E: jwatson@bfaenvironmental.com	BM	925	TBD	1.4%
S, W 59-3460244	Birkitt Environmental Services, Inc. 12094 Anderson Rd #315 Tampa, FL 33625 P: 813-259-1085, E: bbirkitt@birkitt.com	CF	91843	TBD	0.5%
O 86-0899222	Carollo Engineers, Inc. 10117 Princess Palm Avenue #340, Tampa, FL 33610 P: 813-888-9572, E: lelliott@carollo.com	CM	925	TBD	36%
O 59-3150608	Corporation to Develop Communities of Tampa, Inc. (CDC of Tampa) Physical: 1907 E. Hillsborough Avenue, Tampa, FL. 33610 Mailing: P O Box 310385, Tampa, FL 33680 P: 813-231-4362, E: ernest.coney@cdcoftampa.org	N/A	N/A	TBD	1%

Total ALL Subcontract / Supplier Utilization \$ TBD

Total SLBE Utilization \$ TBD

Total WMBE Utilization \$ TBD

Percent SLBE Utilization of Total Bid/Proposal Amt. 11 % **Percent WMBE Utilization of Total Bid/Proposal Amt.** 17 %

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed: *Mike McKinney* Name/Title: Mike McKinney, President Date: September 2, 2021

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Forms must be included with Bid / Proposal

FORM MBD-20 ADDITIONAL FIRMS UTILIZED

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
Federal ID					
W	ECHO UES, INC. 4803 George Rd., Suite 350 Tampa, FL 33634 P: 888-778-3246 E: jerry.comellas@echoues.com	HM	925	TBD	1%
81-4903226					
W	Electrical Design Associates, Inc. 6965 Piazza Grande Ave, #311, Orland, FL 32835 P: 407-745-5604 F: 407-745-5603 E: wnelson@goeda.com	HF	925	TBD	3%
65-0868970					
O	HDR Engineering, Inc. 4830 W Kennedy Blvd. Suite 400, Tampa, FL 33609 P: 813-282-2300 E: Katie.Duty@hdrinc.com	CF-CM	925	TBD	10%
47-0680568					
O	HSW Consulting, LLC 15711 Mapledale Blvd., Suite B, Tampa, FL 33624 P: 813-968-7722 E: mlashlee@hsweng.com	CM	925	TBD	1.9%
59-3057969					
O	HydroGeo Consulting, LLC 11307 Hoot Owl Court, Tampa, FL 33569 P: 813-340-3887 E: mweatherby@hydrogeofl.com	CM	925	TBD	1%
47-4487476					
S, W	Independence Acquisition & Appraisal, LLC 11030 N. US Hwy 301 Thonotosassa, FL 33592 P: 813-773-5400 F: 813-315-6211 E: kjoslin@jaallc.com	CF	91889	TBD	0.1%
20-4003934					
S, W	Janicki Environmental, Inc. 1155 Eden Isle Drive NE St. Petersburg, FL 33704 P: 727-895-7722 F: 727-895-4333 E: SJanicki@JanickiEnvironmental.com	CF	918.43	TBD	1.5%
59-3560050					
W	MC Squared, Inc 5808-A Breckenridge Parkway, Tampa, FL 33610 P: 813-623-3399 F: 813-623-6636 E: Tali@mc2engineers.com	CF	925	TBD	1%
90-0033880					
O	Raftelis Financial Consultants, Inc. 341 N. Maitland Ave., Suite 300 Maitland, FL 32751 P: 407-628-2600 F: 407-628-2610 E: hthomas@raftelis.com	N/A	918	TBD	0.1%
20-1054069					
W	Benro Enterprises Inc D/B/A Rocha Controls 5025 W Rio Vista Avenue, Tampa, FL 33634 P: 813-628-5584 E: rrocha@rochacontrols.com	HF	81102700	TBD	2.5%
59-3425954					
O	Stantec Consulting Services Inc. 777 S. Harbour Island Blvd., Suite 600, Tampa, FL, 33602 P: 813-223-9500 F: 813-223-0009 E: Kenneth.broome@stantec.com	N/A	925	TBD	10%
2167170					
S, W	Suncoast Land Surveying 111 Forest Lakes Blvd, Oldsmar, FL 34677 P: 813-854-1342 E: katie@suncoastls.com	CF	925	TBD	1%
59-2733609					
S	Thomas Engineering 777 S. Harbour Island Blvd. Suite 350, Tampa, FL 33602 P: 813-227-9190 E: tthomas@tricon-eng.com	CM	925	TBD	3%
47-2628181					

FORM MBD-20 ADDITIONAL FIRMS UTILIZED

S, W	The Valerin Group, Inc. 3903 Northdale Boulevard, Suite 100E, Tampa, FL 33624 P: 813-751-0478 F: 813-925-4205 E: Valeriec@valerin-group.com	F CF CM	912	TBD	1%
33-1142500					
W	Vistra Communications, LLC 18315 US Highway 41 N Lutz, FL 33549 P: 813-961-4700 E: DeborahM@ConsultVistra.cm	BM	N/A	TBD	1.5%
14-199384					
O	Wade Trim, Inc. One Tampa City Center 201 N. Franklin St, Suite 1350, Tampa, FL, 33601 P: 813-882-4373 F: 813-888-7215 E: tbrzezinski@wadetrim.com	CM	925	TBD	12%
59-2417170					



City of Tampa
Jane Castor, Mayor

Infrastructure and Mobility

Jean W. Duncan, P.E., Administrator
306 East Jackson Street, 8N
Tampa, Florida 33602

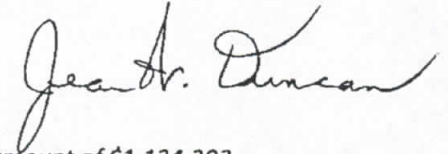
Office: (813) 274-8058

DATE: January 26, 2022

TO: The Honorable Orlando Gudes, Chairman, and Members of Tampa City Council

THROUGH: John Bennett, Chief of Staff 

FROM: Jean W. Duncan, P.E., Administrator, Infrastructure and Mobility



SUBJECT *A resolution approving an Agreement for Professional Services in the amount of \$1,134,393 between the City of Tampa and PCL Construction, Inc., in connection with Contract 21-C-00044; Purify Usable Resources for the Environment (Pure) Design-Build; authorizing the Mayor of the City of Tampa to execute same; providing an effective date.*

A resolution making certain changes in the budget of the City of Tampa for the fiscal year ending September 30, 2022; approving the transfer, reallocation and/or appropriation of \$440,000 within the Water Renewal & Replacement and Water Grants funds for use by the Water Department for the Purify Usable Resources for the Environment (PURE) Project; providing an effective date.

A resolution making certain changes in the budget of the City of Tampa for the fiscal year ending September 30, 2022; approving the transfer, reallocation and/or appropriation of \$1,134,393 within the Water Renewal/Replacement Fund for use by the Water Department for the Purify Usable Resources for the Environment (PURE) Project; providing an effective date.

A resolution approving a Cooperative Funding Project Agreement (Agreement) between the City of Tampa (City) and the Southwest Florida Water Management District (District) for a Cooperative Funding Initiative (type 1-3) consisting of deliverables including Third Party Review (TPR), modification of thirty percent (30%) design plans, potential additional Water Treatment Elements and Regulatory Elements for the Purify Usable Resources for the Environment (PURE) project; for a total project cost of Four Hundred Forty Thousand Dollars (\$440,000.00); authorizing the Mayor to execute said agreement; providing an effective date.

The above referenced City Council Agenda items would typically be placed on the Consent Agenda, but due to the relationship that they have with the PURE Water Reuse Process/Project, we respectfully request that they be placed together under Staff Reports on the Agenda.

The Honorable Orlando Gudes, Chairman
January 25, 2022
Page 2

City staff has been providing one-on-one briefings regarding these items to all interested City Council Members, and we would like to provide a short summary explanation to the full Council for purposes of full transparency and discussion.

We have had several subject matter experts or agency stakeholders reach out and express interest in making comments at the City Council meeting. We are going to have them speak after our staff presentation, rather than during Public Comment, so that the Council can engage them with questions, if so desired.

With that said, we respectfully request a Time Certain for this staff's report presentation, in respect of the other speaker's schedules.

Thank you for your consideration of this request. If you would like to discuss further, please contact me directly at (813) 310-3691 (cell).

JB/JWD/bmm

cc: Martin Shelby, City Council Attorney
Shirley Foxx-Knowles, City Clerk
File (2311-22-JD.MEM)