

RESOLUTION NO. 2026 - 98

**A RESOLUTION APPROVING AN AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES IN THE AMOUNT OF \$3,909,458.72 BETWEEN THE CITY OF TAMPA AND PCL CONSTRUCTION INC. IN CONNECTION WITH CONTRACT 25-C-00024 HOWARD F. CURREN AWTP HIGH PURITY OXYGEN GENERATION FACILITY REPLACEMENT 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 ("CCNA"), as applicable, the City of Tampa ("City") selected PCL Construction Inc. ("Firm") to provide professional services in connection with Contract 25-C-00024 Howard F. Curren AWTP High Purity Oxygen Generation Facility Replacement Design-Build, as detailed in the Agreement for Design-Build Initial Services ("Agreement"); and

**WHEREAS**, the City desires to enter into this Agreement with the Firm to provide services related to the replacement of the high purity oxygen generation facility located at the Howard F. Curren Advanced Wastewater Treatment Plant. Services will be provided under a contract with negotiated fixed fees for selection and evaluation of the HPO generation system, final design, permitting, project management, overhead, profit, and a guaranteed maximum price with appropriate surety bonds; and

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

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

**Section 1.** The Agreement between the City of Tampa and PCL Construction Inc., in connection with Contract 25-C-00024 Howard F. Curren AWTP High Purity Oxygen Generation Facility Replacement Design-Build, a copy of which is attached hereto and made a part hereof, is authorized and approved in its entirety or in substantially similar form.

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

**Section 3.** This Resolution provides funding in the amount of \$3,909,458.72 for the H. F. Curren High Purity Oxygen Generation Facility Replacement project for use by the Wastewater Department within the Wastewater Future Debt Capital Projects Fund.

INF26-21139

**Section 4.** The City Clerk shall file a fully executed copy of the Agreement in the official records of the City of Tampa as maintained by the Office of the City Clerk.

**Section 5.** 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 19 2026.

ATTEST:



CITY CLERK/~~DEPUTY CITY CLERK~~



CHAIRMAN\CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO LEGAL

SUFFICIENCY BY:

Justin R. Vaske e/s  
Justin R. Vaske, Senior Assistant City Attorney

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**AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES**

THIS AGREEMENT, made and entered into at Tampa, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, 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 an FEIN of 20-3598843PC.

**WITNESSETH:**

**WHEREAS**, the CITY desires to engage the FIRM to perform certain services pertinent to such work which shall be referred to as Contract 25-C-00024 Howard F. Curren AWTP High Purity Oxygen Generation Facility Replacement - DB ("Project") in accordance with this Agreement and limited to the elements of the Design Criteria Package ("DESIGN CRITERIA PACKAGE") attached hereto as **Exhibit A** ; 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 and shall be limited to the elements of the DESIGN CRITERIA PACKAGE.

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 nine percent (9%) of the Cost Of Construction shall be used in the calculation of the Total Project Cost.

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

**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 455 consecutive days 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 are 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, therefore.

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 \$3,909,458.72 in accordance with **Exhibit C**.

#### **VI. PAYMENT**

Payment shall be made in accordance with Part VII of Chapter 218, Florida Statutes, entitled Local Government Prompt Payment Act, after receipt of the FIRM's invoice (application for payment), which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to constitute a "proper invoice" as defined by Fla. Stat. §218.72, and to allow a proper pre- and post-audit of expenditures, should the CITY require one to be performed, in such form and containing such further detail, backup, and other information as the CITY may from time to time require. Invoices shall be submitted no more than once a month, shall be itemized, detailed, and accompanied by valid receipts and sent to the CITY Project Manager care of the address noted on a particular approved work order or such other address as may from time to time be communicated to FIRM in writing by the CITY Project Manager. Invoices shall be signed by an authorized employee of FIRM who has the best actual knowledge of information contained in such invoice. FIRM shall submit proper invoices for approval to the CITY Project Manager (or as otherwise designated in the applicable work order or from time to time by the Director of the CITY's Contract Administration Department). Any dispute pertaining to pay requests must be presented to the CITY pursuant to Executive Order 2003-1, as amended, or its successor order. Subcontracted Work, if any, shall be invoiced at its actual cost without markup. Where subcontracting exists with, FIRM shall with each invoice, submit a report on Form DMI-30 DMI Sub-(Contractors/ Consultants/Suppliers) Payments of all subcontracting entity contract amounts and payments

together with completed reports or forms as the CITY may from time to time require pursuant to Chapter 26.5, City of Tampa Code.

**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 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 affect and maintain at all times during the life of this Agreement insurance, in accordance with that indicated in **Exhibit D**.

**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.

C. Workforce Development Program is not applicable.

D. Apprenticeship Program is not applicable.

**XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM**

A. See **Exhibit E** 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 E**.

E. At the time of the submission of invoices, the FIRM shall submit to the CITY a report (Exhibit E) 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 \$1,000,000 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 \$1,000,000 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 \$1,000,000 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**

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; or 3. On the Iran Terrorism Sectors List, created pursuant to s. 215.473." 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. PROHIBITION AGAINST ECONOMIC INCENTIVES TO FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 288.0071, F.S, as a condition of this Agreement, the FIRM is required to provide an executed affidavit signed under penalty of perjury verifying that it is not a foreign entity or a foreign country of concern such as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro or the Syrian Arab Republic with whom the City is prohibited from contracting with under Florida law.

**XXXII. 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.**

**XXXIII. 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.

**XXXIV. LABOR**

Pursuant to Florida Statutes Section 786.06 (13) effective July 1, 2024, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

**XXXV. CERTIFICATES, CERTIFICATIONS, ATTESTATIONS AND OTHER PROVISIONS**

The certificates, certifications, attestations pursuant to the Consolidated State Law Affidavit, and other provisions, if any, are contained in the attached hereto as **Exhibit F**, if applicable, and are, by this reference, fully incorporated herein.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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.

**FIRM:**

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

Print Name: \_\_\_\_\_

Title:  Pres  Exec/Sr Vice Pres  CEO  Gen Partner  
 Mgr (Mgr-Mgd LLC)  Member (Member-Mgd LLC)

Other (must attach proof of authority): \_\_\_\_\_

License no: \_\_\_\_\_

*Use entity Ch 471/481/489 license no;  
individual's only if applicable.*

[SEAL]

**ATTEST:**

**CITY:**

City of Tampa, Florida

By: \_\_\_\_\_  
City Clerk/Deputy City Clerk

By: \_\_\_\_\_  
Jane Castor, Mayor

[SEAL]

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Justin R. Vaske, Senior Assistant City Attorney

Exhibit A - Design Criteria Package



**RFQ: 25-C-00024 DESIGN-BUILD SERVICES  
FOR THE  
Howard F. Curren AWTP High Purity Oxygen Generation  
Facility Replacement**



PREPARED BY:

Charlie Lynch, P.E. – PROJECT COORDINATOR  
WASTEWATER DEPARTMENT

CITY OF TAMPA  
April 2025

## **DESIGN CRITERIA PACKAGE**

### **1. Purpose**

The City of Tampa has prepared the Design Criteria Package for RFQ: 25-C-00024 Design-Build Services related to Howard F. Curren AWTP High Purity Oxygen Generation Facility Replacement. It is the City's intent that the rehabilitation be accomplished through a progressive design-build approach and be completed through the development and execution of a Guaranteed Maximum Price (GMP) proposal. The City may, at its option, directly purchase certain products for use on this contract.

1.1 The scope shall include, but not be limited to the following:

- Preliminary design services that will include:
  - Evaluation and selection of equipment and manufacturers
  - Preliminary Equipment layout and site requirements
  - Preliminary requirements for geotechnical, structural, mechanical, HVAC, and electrical and control system improvements
- Comprehensive design services of selected improvements
- Site planning
- Regulatory permitting
- Preconstruction Services with Development of Guaranteed Maximum Price (GMP) for Construction
- Construction of improvements, including the need for any demolition and rehabilitation of existing facilities
- Logistic sequencing for constructing improvements while maintaining plant operations
- Start-up and testing
- Operation and Maintenance manuals
- Training in the operation of the selected improvements
- Scheduling of all logistics
- Construction Management and Oversight
- Estimated Project Cost: \$35,000,000.00-\$45,000,000.00

1.2 This document provides the criteria for the design and construction of the replacement of the high purity oxygen generation facility. The intent is to list the minimum design-build criteria necessary for achieving this replacement.

1.3 This package is not a specification or prescriptive checklist and is not intended to replace the professional judgment by a competent licensed professional engineer after coordination with the end-user and stakeholders of the City of Tampa.

**RFQ: 25- C-00024**

**Howard F. Curren AWTP High Purity Oxygen Facility Replacement  
Design Criteria Package**

1.4 Additionally, nothing in this document should preclude consideration and use of emerging technologies and commercially available products if they can be proven to result in a successful and satisfactory design for the replacement of the high purity oxygen generation facility.

**2. Design Criteria**

2.1 The design is based on providing facilities and improvements that will meet the needs of the Wastewater Department to effectively and efficiently operate the high purity oxygen generation facility and related treatment plant facilities. These needs are based on mission and operation requirements. The design should consider existing conditions and the current and future needs of the Department. It is imperative that the final designer and preparer of construction documents fully understand the operational requirements, permitting, site logistics and all related requirements to design the facility and improvements accordingly.

2.2 The Howard F. Curren AWTP currently has two cryogenic oxygen generation plants to produce high purity oxygen that is used in the High Purity Oxygen (HPO) reactors to oxidize influent biological oxygen demand (BOD) that remains in the water following the primary sedimentation tanks. The two plants were built in 1977, each with a capacity of 59-tons per day (tpd). Changes in plant operation were later made that resulted in decreased oxygen demand and HPO reactors now use around 25 to 34 tpd on an annual average basis. The oxygen plants have been refurbished and modified to maintain performance and meet the oxygen demands of the aeration system. The plants have a turn down capability of 27 to 44 tpd and excess oxygen produced by the plants is stored in liquid oxygen storage tanks to provide backup if the oxygen plants are not operating. In 2004, the City made improvements to Plant No. 1 and used it exclusively until 2015 when plant No. 2 was refurbished. Due to the condition of the plant No.1, currently only plant No. 2 remains in operation.

2.3 The City recently completed a study to evaluate alternatives for the replacement of the HPO generation system in lieu of continued rehabilitations of the existing cryogenic plants. The results of this evaluation recommended the replacement of the cryogenic systems with one new 59 tpd vacuum pressure swing adsorption (VPSA) HPO generation system. The system will be owned, maintained, and operated by the City. The VPSA system shall use a molecular sieve adsorbent to separate oxygen from air at ambient temperatures and shall produce an oxygen product of 92%-93% purity. The system shall consist of a low pressure compressor and a vacuum pump, two (or more) molecular sieve beds, a product surge tank, interconnecting piping, and a programmable logic control (PLC) based control system. The supplier/manufacturer of the VPSA system shall have extensive experience with providing systems designed for wastewater treatment plants.

2.4 Design build services shall include the design and construction of all mechanical, structural, civil, HVAC, architectural, and electrical and control system improvements for the new facility. The facility shall be designed to meet all building code and all other related code requirements. It is

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**Howard F. Curren AWTP High Purity Oxygen Facility Replacement  
Design Criteria Package**

anticipated that the new facility will be housed within a concrete structure to meet noise abatement requirements and to protect the equipment. The facility shall also include an enclosed air conditioned control room for plant staff to monitor and operate the system.

2.5 The design build services shall include the design and construction of the electrical improvements needed to provide power to the new oxygen generation system. The design build team will be responsible for coordinating these improvements and providing necessary provisions to maintain continued operation of the treatment plant. The design build services shall include an arc flash assessment for selected electrical equipment and implementation of the safety measures needed to protect personnel from the potential Arc Flash Risks.

2.6 The Design Build team shall prepare and submit detailed construction plans and specifications at 60%, 90% and 100% phases. All drawings shall be produced in 3D (i.e. AutoCAD Civil 3D or Rivet as compatible for rendering) and shall be accurately georeferenced. Drawings shall meet the current Wastewater Department Drafting Standards.

2.7 The Design Build team will provide a GMP estimate at the 60% design phase and a final GMP after substantial completion of the design plans and specifications. The 60% GMP will be used to determine small and minority business subcontracting opportunities.

**3 Site Development Criteria**

The Howard F. Curren AWTP is located at 2700 Maritime Blvd. The new oxygen generation facility will be located on the treatment plant site near the existing oxygen cryogenic generation and HPO reactor facilities. The Design Build team shall be responsible for developing the final location and site requirements for the facility and for coordinating the location of the facility and related improvements with existing and planned facilities at the treatment plant.

**4 Facilities Development Criteria**

4.1 Conduct preliminary design services that will include the following:

- Evaluate current and future treatment plant operational information to determine and confirm operational requirements for the new oxygen generation facility.
- Determine available systems and equipment suppliers and perform evaluations to establish recommendations for final equipment selections. Equipment lead time shall be determined and considered as part the evaluation of the equipment selection as it is essential that the project be completed in a timely manner. Equipment selections shall include recommendations for the need and timing of early equipment procurement.

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**Howard F. Curren AWTP High Purity Oxygen Facility Replacement  
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- Determine preliminary equipment layouts and preliminary requirements for geotechnical, site, structural, mechanical, HVAC, and electrical and control system improvements.
- Prepare cost estimate for selected improvements.

The City will evaluate the preliminary engineering information and will make a final selection of the required improvements that will be used for the final design.

4.2 Create final plans and specifications for the selected improvements that will include: Finalized Auto CAD and pdf drawings, technical specification and pricing proposals developed to a GMP document with all associated exhibits (scope, pricing, qualifications). Present final design; site plan, site preparation, construction schedule, equipment purchases and placement, building permits and all required approvals from regulatory agencies and local authorities.

**5 Environmental Criteria/Permitting**

The Design Build team will be responsible for all required environmental testing and permitting needed to complete the project. The scope of these requirements will be determined by the Design Build team based on the selected improvements and construction requirements. At a minimum it is anticipated the following tasks shall be completed:

- Performance of an Asbestos and Lead Paint survey. If the survey indicates any asbestos or lead paint that is designated to be removed, these items must be removed and disposed by a licensed contractor in accordance with Environmental Protection Commission (EPC) Standards.
- Preparation of plan sets, submittal, and responses to request for information (RFI's) to obtain building permits for the construction of the facility.

**6 Project Management and Oversight**

The Design Build team will be responsible for project management activities and oversight of the High Purity Oxygen Facility replacement with consistent coordination with the City during the design and construction portions. The contractors utilized for the project shall have the suitable personnel and equipment, resources, financial stability and experience to accomplish the Project requirements and objectives.

**7 Start-up/Operations/Training**

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**Howard F. Curren AWTP High Purity Oxygen Facility Replacement  
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7.1 The Design Build team shall provide start-up of the new oxygen facility. The City will continue to operate the existing oxygen facility during the construction of the new facility. The design build team will be completely responsible to ensure the construction of new facility does not interfere or interrupt the operation of the existing oxygen facility or the operation of other treatment plant facilities. The City will not take over operation and maintenance of the new oxygen facility until the project is substantially complete as determined by the City.

7.2 The Design Build team shall provide detailed operation and maintenance (O&M) manuals to the City for review and approval. Upon approval, an electronic copy and a specific number of hard copies of the O&M manuals will be required. The actual quantity and specific format of the O&M manuals will be clearly defined during the design phase of the project. Specific equipment information will also need to be compiled through the City's Asset Tracking form and conveyed to the City so that the equipment's asset data can be entered in the City's Maintenance Management System.

7.3 The Design Build team shall provide AutoCAD as-builts drawings accurately depicting the as-built conditions of the facility and other improvements constructed during the project. Hard copies of the as-built drawings will also be required as will be determined during the design phase.

7.4 The Design Build team shall provide all Training on the equipment necessary for the proper maintenance and operation of the facility. The specific training requirements and equipment requiring training will be provided during the final design phase of the project.



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**EXHIBIT B - SCOPE OF SERVICES**

**Project Background and Description**

Background: The Howard F. Curren Advanced Wastewater Treatment Plant (HFCAWTP) is permitted to treat 96-MGD with a Type I two-stage, high rate (pure oxygen and fine bubble aeration) activated sludge biological nitrification/denitrification domestic wastewater treatment plant. This plant is operated to discharge advanced wastewater treated, high-level disinfected and de-chlorinated effluent to Hillsborough Bay. Currently annual average daily flows are approximately 67 MGD. The oxygen and aeration for the biological treatment process is produced using a high-purity oxygen (HPO) generation system.

Due to the age and reliability issues with the existing HPO system, the City of Tampa wishes to replace their existing cryogenic HPO production facility at HFCAWTP. Services to be provided will include a review of the Alternatives Evaluation Study (by others), site investigations, site planning, final design, permitting, project management, cost estimating, and guaranteed maximum price (GMP) development. The project will be delivered utilizing the design-build delivery method.

Based on the information provided as part of the Alternatives Evaluation study, the City has selected to implement a vacuum pressure swing adsorption (VPSA) project to replace the existing cryogenic high-purity oxygen (HPO) generation technology. To assist with the evaluation and selection of the equipment, this scope will build on the previous work and include the tasks described below:

- VPSA pure oxygen generation system to meet requirement defined by the City's preliminary design report.
- Selection of the VPSA equipment manufacturer and various ancillary equipment components.
- VPSA facility building to house all necessary equipment.
- Building foundation will include piles or similar foundation supports based on geotechnical evaluation.
- Site improvement to provide access to facility during construction and operations.
- Site work with new drives and connection to existing roadways/drives.
- Stormwater and drainage facilities.
- The proposed building will include separate control and electrical rooms with appropriate HVAC.



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- The main equipment room that houses the VPSA system will include appropriate ventilation.
- Electrical improvements will include 4.16 kVA service and required transformers.
- Additional services, if needed, will be requested by the City and may include demolition and stormwater/ERP modeling.

**SCOPE OF SERVICES**

The tasks described in this scope of services include project coordination, scheduling and resources management, engineering services, process/mechanical, structural, HVAC, plumbing, electrical, I&C, geotechnical, SUE, survey, acoustical, architectural, environmental, permitting and tasks needed to complete Guaranteed Maximum Price Proposals.

**Task 1 - Project Coordination, Scheduling and Management**

- 1.1 Kick-Off Meeting:** The Design-Builder (Firm) will prepare for, coordinate, and conduct the design kick-off meeting to review the scope, major tasks, technical requirements, and schedule for the project.

**Deliverables:**

- Kickoff meeting summary (pdf)
- 1.2 Project Controls and Reporting:** Develop monthly progress reports and invoices throughout the Project for the following and submit to the City:
- Work completed since previous report.
  - Work anticipated in the upcoming month.
  - Project status – scheduled and actual percent complete for major tasks.
  - Budget status – contracted amount, spent to date, amount remaining, and percentage of actual vs spent.
  - Schedule status including variances in the Project schedule by milestone and/or deliverable, and total project.
  - List of coordination and information required, and responsible parties.
  - List of potential problems and scope changes with brief descriptions and reasons for change, along with potential impact on budget and schedule.
  - Decision log with updates based on meetings and workshops.



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**Deliverables:**

- Monthly progress reports and invoices,
- Design decision log

**1.3 Project Schedule:** The Firm will establish and maintain a Project Schedule for the duration of the work and will be responsible for monitoring this schedule during the design phase of the Project. Routine updates will be provided to advise the City of any deficiencies. The project schedule will also consider construction planning and scheduling, recommendations for procurement of major equipment and lead times, and identification of critical path for regulatory approvals and permitting. The scheduling software used will be Primavera P6. Updated schedules will be included within each invoice, price model, and GMP submission

**Deliverables:**

- Monthly schedule updates (pdf)

**1.4 Project Meetings and Internal Team Meetings/Teams Calls:** The Firm will prepare and distribute agendas and meeting notes for bi-weekly project meetings to be led by the Firm and attended by the Owner. Agendas will be submitted to the City prior to the meetings. Meeting summaries will be prepared and submitted to the City in a timely fashion.

The Firm will meet internally to communicate on a regular basis for coordination of the various aspects of the work. This task also includes regular communication with the City's PM. Firm will also coordinate, manage, monitor and review the services of subconsultants and their work.

**Deliverables:**

- Meeting agendas and summaries.

**1.5 QA/QC Coordination:** Firm shall coordinate, manage and monitor its personnel and conduct quality control reviews of the various deliverables.

**1.6 Sequence of Construction Plan:** Firm will coordinate the design activities related to construction sequencing to provide information, drawings, and specifications related to construction sequencing including coordination with vendors and equipment manufacturers. All construction sequencing planning will be incorporated into the schedule.



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- 1.7 HFC Project Site Visits:** Firm will coordinate site visits (estimated at two) for subconsultants and others to view the site with respect to their work efforts.
- 1.8 Guaranteed Maximum Price (GMP) Review Meetings and Coordination:** Firm will review GMP packages and coordinate the GMP related to technical requirements and the design intent.

**Task 2 – Preliminary Design (30 Percent Submittal)**

The Preliminary Design task includes technical coordination and design effort to evaluate, select and lay out the equipment, and develop the 30% drawings and table of contents for the specifications. Site visits, workshops, and a design review meeting will be held to collaborate on major design decisions. Firm will produce the Contract Drawings in a REVIT 3D model developed using a Building Information Modeling (BIM) platform. Civil design will be produced in AutoCAD Civil 3D and General drawings will be in 2D in AutoCAD and printed on 11x17.

- 2.1 Confirm the Basis of Design Report:** Verify and confirm the major elements of the HPO Generation Alternatives Evaluation prepared by RTP and Hazen and Sawyer. This will include verification of the technology selection, size of the equipment, and improvements/requirements needed for the installation. Based on the evaluation performed by others, it is assumed that VPSA is the selected technology for this project. No additional process evaluation or modeling is included as part of this scope.

**Deliverables:**

- Summary of any additional information needed related to the Basis of Design Report.

- 2.2 VPSA Equipment Evaluation and Selection:** VPSA manufacturers will be evaluated based on existing installations, training protocols, experience and operational history, system size, manufacturer location, maintenance requirements, accessibility to service and parts, and warranty.

**Deliverables:**

- Summary of VPSA facility site visits discussing the technical aspects, operations, and maintenance of the equipment will be provided.

- 2.3 Workshop 1 – VPSA Selection:** A workshop will be held to select the final VPSA system manufacturer based on the evaluation. The workshop will provide a forum for final



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discussion and analysis of the potential system manufacturers.

**Deliverables:**

- Summary of Workshop 1 – VPSA Selection discussion will be provided for the various equipment options and their advantages and disadvantages related to performance, operations and maintenance, and availability.
  
- 2.4 Survey Subconsultant Coordination:** Firm will coordinate to provide the needed information for the design including integration with the overall site and facility. The survey scope and fee will be included in the total design fee.
- 2.5 Subsurface Utility Exploration (SUE) Coordination:** Firm will coordinate with the SUE subconsultant, the City, and the design team to locate and provide utility information needed for the design of the proposed facilities in the construction areas. The SUE scope and fee will be included in the total design fee.
- 2.6 Geotechnical Subconsultant Coordination:** Firm will coordinate with the geotechnical subconsultant, the City, and the design team to perform the necessary soils exploration for the proposed facilities. Information provided by the geotechnical subconsultant will be used to make recommendations related to the structural design of the facility. The geotechnical scope and fee will be included in the total design fee.
- 2.7 Site Programming and Layout:** Firm will develop a site layout of the proposed facilities for review by the City. The site layout will consider facility access (ingress/egress), constructability, existing and proposed utility locations, existing facilities, proposed electrical infrastructure improvements, and maintenance of plant operations (MOPO). The deliverable for this task will be included in the Workshop 2 materials for review and discussion.
- 2.8 Workshop 2 – Finalize Equipment and Building Layout:** Firm will develop an equipment layout for the interior of the VPSA building for review and approval by the City. The Firm will consider equipment access, maintenance, operability of each process unit, laydown areas, and safety. The layout will also include locations of the control room, electrical room, and transformer area (located outside and adjacent to the building). The layout(s) and potential alternatives will be presented and discussed so that a final layout can be determined for the design.

**Deliverables:**

- Site and equipment layout of proposed facilities and interior VPSA building (pdf).
- Summary of Workshop 2 – Finalize Equipment and Layout discussion will be provided.



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**2.9 Value Engineering:** The design team will meet and identify potential materials, equipment, and construction/fabrication methods where cost savings can be realized without reducing the safety, effectiveness, or performance of the process. These multi-disciplinary meetings will include the City's input and be incorporated into the design as agreed upon and feasible. This includes a "best value" approach and low bid strategies. Time and cost savings measures will be identified, evaluated, and shared.

**Deliverables:**

- Value Engineering Matrix Summary (Excel file)
- 2.10 Structural (Drawings):** Provide 30% structural design package including drawings and specification sections. This effort includes preparation for meetings and coordination with other disciplines and the contractor.
- 2.11 Civil/Site (Drawings):** The Civil/Site drawings will include general notes, overall site plan, plant layout and survey control data, identification of existing features related to the design, topography, preliminary paving and grading information, preliminary yard piping, preliminary stormwater and drainage plans.
- 2.12 Process/Mechanical (Drawings):** Major process equipment and piping layouts will be developed to assist with building dimensions and final footprint. Equipment weights will be determined based on manufacturer provided information and then coordinated with structural for subsequent design. The Process/Mechanical drawings will include general notes, preliminary piping schedule (identifying size, fluid carried, linings or coatings, and pipe material), and preliminary valve schedule.
- 2.13 Architectural Design Coordination:** Architectural layouts will be prepared in sufficient detail to establish building and room dimensions to establish clearances and access. The drawings will include a general code sheet and project summary of finishes, hardware, preliminary floor plans, and building elevations. No wall sections or details will be included in this review submittal.
- 2.14 Acoustical Engineering Design Coordination:** Early coordination will include a baseline noise survey to assist in providing a preliminary approach to mitigating noise. This will include structural and mechanical components to be incorporated into the design and establishment of design criteria.
- 2.15 Electrical Design Coordination (Preliminary Drawings):** Electrical space requirement based on the load list will be coordinated along with potential corridors for major ductbanks related to the VPSA facility. Area classification will be reviewed, and an assessment will be provided related to the various loads (4.16 kV and 480V) for the



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blower and vacuum pumps, air compressors, cooling systems, AC units, bridge crane, and miscellaneous loads. These will be included in the evaluation along with other items as needed and will depend on the final selection of equipment and manufacturers. Firm will also review additional electrical infrastructure including medium voltage distribution work including transformers and circuit breakers. The overall site constraints and requirements will be evaluated with the City to confirm duct bank runs, locations of existing and proposed electrical manholes/handholes, and overall efficiencies for installation of this critical infrastructure considering the significant existing underground assets in this vicinity of the plant. Firm will also include coordination with upcoming work associated replacement of the main 15KV Switchgear and continuing needs for standby power will require close coordination since much of this infrastructure is in the same area. Firm will also provide a conceptual arc flash assessment to determine mitigation techniques to reduce incident energy levels for selected electrical equipment to outline all safety measures needed to protect personnel from potential Arc Flash Risks.

- 2.16 Instrumentation (Drawings):** The I&C drawings will include general notes, legend and abbreviations, plant control system architecture and block diagrams, and preliminary process and instrumentation diagrams (P&IDs). No control system data communication routing plans, control equipment location plans, or instrumentation installation details will be included in this review submittal.
- 2.17 HVAC/Plumbing (Drawings):** The HVAC/Plumbing drawings will include general notes, preliminary HVAC and plumbing layouts based on the equipment selection and will begin coordination with the acoustical noise abatement equipment.
- 2.18 Workshop 3 – Instrumentation and Control Strategies:** A workshop will be held to coordinate the expectations for control strategies for the VPSA system including monitoring and alarm management. This workshop is recommended to be held after the VPSA facility site visits and near the end of the Preliminary Design task. The workshop will allow the City to provide valuable input during the early stage of the design related to instrumentation and control for the project.

**Deliverables:**

- Summary of Workshop 3 – Instrumentation and Control Strategy discussion will be provided.
- 2.19 QA/QC:** The Preliminary Design and the various deliverables will be reviewed by a discipline lead to check engineering calculations and drawings. As part of the quality reviews, all disciplines will collaborate to eliminate equipment layout conflicts and provide overall efficiency.
- 2.20 30 Percent Design Submittal:** The 30% design submittal will incorporate comments



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provided by the team for delivery to the City. The 30% submittal will be delivered as a pdf electronically.

**Deliverables:**

- 30 Percent Design Submittal.

**2.21 30 Percent Design Review Meeting:** The Firm will plan and conduct a 30% design review meeting after the City has reviewed the submittal. Meeting agendas will be provided to focus the team on specific items and potential issues that need to be addressed. Comments from the meeting will be compiled and agreed upon items will be incorporated into the design.

**Deliverables:**

- 30 Percent Design Review Meeting Agenda and Minutes.

**Task 3 – 60 Percent Design Submittal**

The Firm will prepare the 60% design submittal drawings and specifications based on the Preliminary Design submittal, 30% design City comments, and subsequent design decisions.

- 3.1 General Drawings:** General drawings will include the title sheet with project location maps, preliminary drawing index, legends, symbols and abbreviations, mechanical and pipe identifiers, schematics, and other general information required.
- 3.2 Structural (Drawings and Specifications):** Provide 60% structural design package including drawings and specifications. This effort includes preparation for meetings and coordination with other disciplines.
- 3.3 Civil/Site (Drawings and Specifications):** The 60% Civil/Site drawings will build on the Preliminary Design submittal and include coordination for stormwater permitting. Yard piping details will be provided to coordinate the design with both existing and proposed facilities and piping.
- 3.4 Process/Mechanical (Drawings and Specifications):** Provide the 60% Process/Mechanical design package including drawings and specifications. This effort includes close coordination with the selected VPSA manufacturer and other disciplines for the design package, and the Early Procurement. Meetings will be held to verify that design and procurement requirements are met for the integration of the equipment into the facility design.
- 3.5 Architectural Design (Drawings and Specifications):** Continue to verify that structural,



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- HVAC, and mechanical design elements are coordinated with the architectural design.
- 3.6 Acoustical Engineering Design (Drawings and Specifications):** Develop and incorporate noise-control design features as part of the 60% design submittal, including close coordination with structural, HVAC, and process/mechanical disciplines to support system compatibility.
- 3.7 Electrical Design (Drawings and Specifications):** Develop the 60% electrical design submittal and coordinate with mechanical, HVAC, and I&C designs.
- 3.8 Instrumentation (Drawings and Specifications):** Develop the 60% I&C design submittal and coordinate with mechanical/process and electrical designs.
- 3.9 HVAC/Plumbing (Drawings and Specifications):** Develop the 60% HVAC/Plumbing design submittal.
- 3.10 Maintenance of Plant Operations (MOPO) Coordination:** The Firm will verify City expectations for MOPO during construction and startup/commissioning to promote continuous operation of the treatment facility. This coordination will include evaluating process/mechanical and electrical switch-overs and potential outages to limit disruptions.
- 3.11 QA/QC:** Firm will perform QA/QC reviews for each discipline and each submittal package.
- 3.12 Early Procurement Support:** The Firm will identify pre-purchase opportunities related to large equipment packages, including long-lead items. Information on equipment cost, delivery schedules, and contract terms will be provided to the City for the development of the GMP for early equipment procurement (GMP-1).
- 3.13 Engineering Support for GMP-1 Package:** The Firm will coordinate on drawings, design details related to the development of the GMP-1 proposal including coordination with manufacturers, and various disciplines.
- 3.14 60 Percent Design Submittal:** Compile the 60% submittal for delivery to the City. The design submittal will incorporate comments provided by the team for delivery to the City and will be delivered as a pdf electronically.

**Deliverables:**

- 60 Percent Design Submittal
- 3.15 60 Percent Design Review Meeting:** The Firm will plan and conduct a 60% design review meeting after the City has reviewed the submittal. Meeting agendas will be provided to focus the team on specific items and potential issues that need to be addressed. Comments from the meeting will be compiled and agreed upon items will be incorporated into the design.



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**Deliverables:**

- 60 Percent Design Review Meeting Agenda and Minutes.

**Task 4 – 90 Percent Design Submittal:**

Firm will produce a 90% Design Package that includes General, Structural, Civil/Site, Mechanical, Architectural, Acoustical, Electrical, Instrumentation & Controls, HVAC, and Plumbing Drawings, Technical Specifications for the City's review and acceptance.

- 4.1 General Drawings and Specifications**
- 4.2 Structural Drawings and Specifications**
- 4.3 Civil/Site Drawings and Specifications**
- 4.4 Process/Mechanical Drawings and Specifications**
- 4.5 Architectural Design Drawings and Specifications**
- 4.6 Acoustical Engineering Design Drawings and Specifications**
- 4.7 Electrical Design Drawings and Specifications**
- 4.8 Instrumentation and Control Drawings and Specifications**
- 4.9 HVAC/Plumbing Drawings and Specifications**
- 4.10 QA/QC:** Firm will perform QA/QC reviews for each discipline and incorporate necessary comments into the design documents.
- 4.11 Engineering Support GMP-2:** The Firm will continue to coordinate on drawings, design details, and manufacturer information related to the development of the GMP-2 Proposal.
- 4.12 90 Percent Design Submittal:** Deliver the 90% design submittal for the City's review including required permits.

**Deliverables:**

- 90 Percent Design Submittal.
- 4.13 90 Percent Design Review Meeting:** The Firm will plan and conduct a 90% design review meeting after the City has reviewed the submittal. Meeting agendas will be provided to focus the team on specific items and potential issues that need to be addressed. Comments from the meeting will be compiled and items will be incorporated into the final design.

**Deliverables:**

- 90 Percent Design Review Meeting Agenda and Minutes.



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**4.14 Documentation and Comment Resolution:** The Firm will confirm that items agreed up through both internal and City review meetings have been acknowledged and incorporated into the final design.

**Deliverables:**

- 90 Percent Design Comments Resolution Log.

**Task 5 – Permitting**

- 5.1 Pre-application meetings and coordination:** Pre-application meetings and coordination for the following anticipated permits.
- 5.2 Department of Environmental Protection (FDEP):** Design-Builder shall submit form 62-620.910.9 for a Minor Revision/Minor Modification to a Wastewater Facilities.
- 5.3 Environmental Resource Permit:** Firm will submit and obtain an approved ERP permit based additional impervious area for the VPSA facilities. This scope effort assumes that the master stormwater permit for the site can accommodate the VPSA building facilities, new driveways, and parking areas, etc.
- 5.4 City of Tampa Construction Services Department (CSD):** Firm shall submit signed and sealed 90% drawings and obtain stamp approvals from all disciplines within the Building Department on the drawings.
- 5.5 Hillsborough County Environmental Protection Commission (EPC):** Firm will determine the necessity of an EPC permit and, if required, submit and obtain the permit.

**Deliverables:**

- Permit applications and submittals for review by the City prior to submission.
- Preapplication meeting summaries.

**Task 6 – Compile Final IFC Package**

Firm will produce a 100% Design Package that includes: General, Structural, Civil/Site, Mechanical, Architectural, Acoustical, Electrical, Instrumentation & Controls, HVAC, and Plumbing Drawings, Technical Specifications. The IFC drawings and specifications will incorporate all revisions needed to obtain approved permits and to address 90% review comments.

- 6.1 Final Review and Check:** Complete final review and check of drawings and



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specifications including final interdisciplinary coordination.

- 6.2 Compile Final Package:** Confirm City's comments (Wastewater and Construction Services Departments), and revisions for drawings and specifications are incorporated in final package prior to final submittal.
- 6.3 Permit Comment Resolution:** Confirm information and documentation for permit resolution based on regulatory coordination.

**Deliverables:**

- IFC Drawings and Specifications.

**Task 7 – Price Modeling and Guarantee Maximum Price (GMP) Proposals**

**7.1 30% Price Model Package**

Following submission of the 30% Preliminary Design Documents (Task 2), the Firm will prepare the 30% Price Model Package consisting of the following items.

- Executive Narrative
- Schedule
- Assumptions & Clarifications
- American Association of Cost Estimators (AACE) Level 5 Estimate
- Document List
- Vendor Quotes

**Price Estimate**

The 30% Price Model will contain a Level 5 Estimate as defined by the AACE to provide a high-level pricing of the HPO system components. This estimate will outline the complete project budget broken down by work scope for the design. Potential self-perform work will be included along with market pricing from key subcontractors and suppliers were applicable.

Firm will include recommendations for early procurement long-lead items that will be used to inform the Early Procurement Design Package and be incorporated in the Early Procurement GMP-1.

The 30% Price Model Package will be submitted for City comments and will be provided 21 days to review. Firm to conduct One (1) 4-hour review workshop with City.



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Firm will respond to City comments collected both through the review and in the 30% Price Model Package Workshop and will carry comments forward into the 60% design.

**Meetings:**

- 30% Price Model Review Workshop

**Deliverables:**

- 30% Price Model Package (Electronic, PDF format)
- Comment Log with responses and agreed modifications.
- 30% Price Model Package Meeting Agenda (Electronic, PDF format)

**7.2 60% Price Model Package**

Following submission of the 60% Preliminary Design Documents (Task 3), the Firm will prepare the 60% Price Model Package consisting of the following items.

- Executive Narrative
- Schedule
- Assumptions & Clarifications
- MOPO Plan
- American Association of Cost Estimators (AACE) Level 3 Estimate
- Price Progression Log
- Document List
- Vendor Selection Matrix
- Vendor Quotes

**Price Estimate**

The 60% Price Model will contain a Level 3 Estimate as defined by the AACE to provide a high-level pricing of the HPO system components. This estimate will outline a detailed assessment of the complete project budget broken down by work scope for the design. Potential self-perform work will be included along with updated market pricing from subcontractors and suppliers were applicable.

A list of value engineering/alternate items will be included for discussion, review, and potential inclusion into next round of design. City to provide input and approval for any items during 60% Price Model Package review.



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The 60% Price Model Package will be submitted for City comments and will be provided 21 days to review. Firm to conduct One (1) 4-hour review workshop with City.

Firm will respond to City comments collected both through the review and in the 60% Price Model Package Workshop.

Firm will carry comments forward into the 90% design.

**Maintenance of Plant Operations (MOPO) Plan**

Subsequent to the Firm providing the 60% design (Task 3), the Firm will evaluate the proposed improvements and create specific construction phase planning that will minimize or eliminate interruption to City operations, including detailed development and involvement with MOPOs.

MOPO Planning will be included for the City to provide input and approval for any items during 60% Price Model Package review.

**7.3 EBO Goal Setting**

The Firm shall use the 60% design documents to identify subcontracting opportunities and develop scope of work and cost estimates for these opportunities. The Firm, with assistance from the City, will prepare a project task worksheet (PTW) based on the Early Procurement GMP-1 and the Final GMP-2 cost estimates and shall attend a meeting with the Equal Business Opportunity (EBO) office to establish subcontracting opportunities and subcontracting goals for each GMP. The Firm will be responsible for complying with the requirements of the City's EBO program.

**Meetings:**

- 60% Price Model Review Workshop
- EBO Meeting to establish project goals

**Deliverables:**

- 60% Price Model Package (Electronic, PDF format)
- Comment Log with responses and agreed modifications.
- 60% Price Model Package Meeting Agenda (Electronic, PDF format)
- Project Task Worksheet



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**7.4 Early Procurement Guaranteed Maximum Price (GMP-1)**

After completion of the 60% design documents and the City's review, the Firm will identify long lead equipment and materials that could be purchased in advance of the execution of the GMP-2 and will prepare, review, and submit a Guaranteed Maximum Price (GMP-1) for the equipment and materials. This detailed proposal will include the following items:

- Executive Narrative
- Schedule
- Assumptions & Clarifications
- Detailed Price Estimate with Value Engineering Recommendations
- Price Progression Log
- Document List
- Vendor Selection and Recommendation Matrix
- Vendor Bid Packages
- Vendor Quotes

**Meetings:**

- One (1), 4-hour review workshop with City.

**Deliverables:**

- Early Procurement GMP-1 Package
- Early Procurement GMP-1 Package Meeting Agenda (Electronic, PDF format)

**7.5 Guaranteed Maximum Price (GMP-2)**

After completion of the 90% Design Documents, the Firm will prepare, review, and submit a Guaranteed Maximum Price (GMP) for the remaining project scope contained within the documents. This detailed proposal will include the following items:

- Executive Narrative
- Schedule
- Assumptions & Clarifications
- MOPO Plan
- Detailed Price Estimate
- Price Progression Log
- Document List



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- Vendor Selection and Recommendation Matrix
- Vendor Bid Packages
- Vendor Quotes

**Meetings:**

- One (1), 4-hour review workshop with City.

**Deliverables:**

- GMP-2 Package
- GMP-2 Package Meeting Agenda (Electronic, PDF format)

**Task 8 – Additional Services Allowance**

No work shall be performed, nor payment shall be made prior to written approval based on a scope and fee mutually agreed upon by the City and the Firm. The following items are not an exclusive list, but are included as a reference for scopes that have been discussed during preliminary scope definition

- **ERP Sitewide Stormwater Permit:** If additional ERP review and stormwater permitting is required for the project, the Firm will evaluate additional work needed and provide a scope and fee after coordination with the City and appropriate regulatory agencies.
- **Cryogenic Facility Decommissioning Evaluation:** The existing cryogenic facility will not be demolished as part of this scope. If Demolition of the existing facilities is required, additional services will be needed to develop necessary procedures for removal and disposal of equipment, vessels, and piping.
- **VPSA Facility Site Visits:** Firm will coordinate with VPSA manufacturers to identify at least two facility site visits with the City. The facilities will be selected based on appropriate technology, VPSA operational experience for municipalities, system size, location, and other appropriate factors to best approximate the City's proposed installation. It is assumed that a trip to a VPSA facility will include a travel day and a site visit day. A detailed proposal outlining all anticipated travel related expenses will be submitted to the City for review and approval.
- **FDEP/Hillsborough County Department of Health (DOH):** This permit is not part of this scope. If it is found to be required, additional services will be needed to submit and obtain a permit from the DOH Division of Environmental Health and Engineering for the tapping into potable water lines.



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- **General allowance:** Allowance for additional items requested by the City.

**DELIVERABLES**

The schedule for deliverables is shown below.

**TASK 1: Project Coordination, Scheduling and Management**

- 1.1 – Kickoff meeting summary (pdf)
- 1.2 – Monthly progress reports and invoices,
- 1.2 – Design decision log
- 1.3 – Monthly schedule updates (pdf)
- 1.4 – Meeting agendas and summaries.

**TASK 2: Preliminary Design (30 Percent Submittal)**

- 2.1 – Summary of any additional information needed related to the Basis of Design Report.
- 2.2 – Summary of VPSA site visits discussing the technical aspects, operations, and maintenance of the equipment will be provided.
- 2.3 – Summary of Workshop 1 – VPSA Selection discussion will be provided for the various equipment options and their advantages and disadvantages related to performance, operations and maintenance, and availability.
- 2.8 – Summary of Workshop 2 – Finalize Equipment and Layout discussion will be provided.
- 2.8 – Site and equipment layout of proposed facilities and interior VPSA building (pdf).
- 2.9 – Value Engineering Matrix (Excel file).
- 2.18 – Summary of Workshop 3 – Instrumentation and Control Strategy discussion will be provided.
- 2.20 – 30 Percent Design Submittal.
- 2.21 – 30 Percent Design Review Meeting Agenda and Minutes.

**TASK 3: 60 Percent Design Submittal**



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- 3.14 – 60 Percent Design Submittal
- 3.15 – 60 Percent Design Review Meeting Agenda and Minutes.

**TASK 4: 90 Percent Design Submittal**

- 4.12 – 90 Percent Design Submittal.
- 4.13 – 90 Percent Design Review Meeting Agenda and Minutes.
- 4.14 – 90 Percent Design Comments Resolution Log.

**TASK 5: Permitting**

- 5.1 – Permit applications and submittals for review by the City prior to submission.
- 5.1 – Pre-application meeting summaries.

**TASK 6: Compile Final IFC Package**

- 6.2 – IFC Drawings and Specifications.

**TASK 7: Price Modeling and Guarantee Maximum Price (GMP) Proposals**

- 7.1 – 30% Price Model Package (Electronic, PDF format)
- 7.1 – Comment Log with responses and agreed modifications.
- 7.1 – 30% Price Model Package Meeting Agenda (Electronic, PDF format)
- 7.2 – 60% Price Model Package (Electronic, PDF format)
- 7.2 – Comment Log with responses and agreed modifications.
- 7.2 – 60% Price Model Package Meeting Agenda (Electronic, PDF format)
- 7.2 – Project Task Worksheet for GMP-1 and GMP-2
- 7.3 – Early Procurement GMP-1 Package
- 7.3 – Early Procurement GMP-1 Package Meeting Agenda (Electronic, PDF format)
- 7.4 – GMP-2 Package
- 7.4 – GMP-2 Package Meeting Agenda (Electronic, PDF format)

**TASK 8: Additional Services Allowances**

- None



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**SCHEDULE**

The proposed schedule is as follows:

<u>Milestone</u>	<u>Time from NTP</u>
30% Design Package Submission	31 Weeks
Early Procurement Package	51 Weeks
60% Design Package Submission	51 Weeks
90% Design Package Submission	61 Weeks
Issued For Construction Submission	65 Weeks

<u>Milestone</u>	<u>Estimated Timeline</u>
30% Price Model	30% Design Package + 4 Weeks
60% Price Model	60% Design Package + 4 Weeks
Early Equipment Purchase GMP-1	60% Design Package + 4 Weeks
Final Construction GMP-2	90% Design Package + 4 Weeks



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**EXHIBIT C COMPENSATION**

Exhibit C

City of Tampa  
 Howard F. Curren AWTP High Purity Oxygen Generation Facility Replacement  
 Contract No. (OWNER'S CONTRACT NUMBER)  
 PCL Construction  
 PRECONSTRUCTION PHASE



Task ID	Principle In-Charge	Design Build Manager	Construction Manager	Quality Manager	Preconstruction Manager	Safety Officer	Senior Estimator	Estimator	Superintendent	Project Engineer	BIM Modeler	HSE Supervisor	Project Administration	Subconsultants	Labor Hours	GC Price	Total Price
<b>1 Task 1 - Project Coordination, Scheduling and Management</b>	248.00	180.00	152.00	135.00	191.00	169.00	191.00	152.00	141.00	124.00	130.00	107.00	73.00				
1.1 - Kick Off Meeting															22	\$ 3,598.00	\$ 18,008.00
1.2 - Project Control and Reporting															192	\$ 21,210.00	\$ 39,162.00
1.3 - Project Schedule															72	\$ 11,210.00	\$ 32,680.00
1.4 - Project Meetings and Internal Team Meetings/Teams Calls															368	\$ 57,152.00	\$ 175,074.00
1.5 - QA/QC Coordinator															80	\$ 13,204.00	\$ 44,484.00
1.6 - Sequence of Construction P&R															44	\$ 8,524.00	\$ 14,216.00
1.7 - HFC Project Site Visit															20	\$ 3,284.00	\$ 15,136.00
1.8 - Guaranteed Maximum Price (GMP) Review Meetings and Coordination															52	\$ 9,824.00	\$ 45,932.00
<b>Subtotal - Task 1 - Project Coordination, Scheduling and Management</b>	0	212	24	38	190	0	0	60	24	104	4	0	16	850	\$ 125,302.00	\$ 436,568.00	
<b>2 Task 2 - Preliminary Design (30 Percent Submittal)</b>																	
2.1 - Confirm the Basis of Design Report															16	\$ 25,156.00	\$ 47,456.00
2.2 - VPSA Equipment Evaluation and Selection															0	\$ -	\$ 25,156.00
2.3 - Workshop 1 - VPSA Selector															0	\$ -	\$ 33,635.00
2.4 - Survey Subconsultant Coordination															0	\$ -	\$ 32,762.00
2.5 - Subsurface Utility Exploration (SUE) Coordination															0	\$ -	\$ 7,879.00
2.6 - Geotechnical Subconsultant Coordination															0	\$ -	\$ 23,236.00
2.7 - Site Programming and Layout															0	\$ -	\$ 29,356.00
2.8 - Workshop 2 - Finalize Equipment and Building Layout															0	\$ -	\$ 48,268.00
2.9 - Value Engineering															0	\$ -	\$ 49,970.00
2.10 - Structural Drawings															0	\$ -	\$ 17,420.00
2.11 - Civil Site Drawings															0	\$ -	\$ 43,420.00
2.12 - Process/Mechanical Drawings															0	\$ -	\$ 45,372.00
2.13 - Architectural Design Coordination															0	\$ -	\$ 63,256.00
2.14 - Architectural Engineering Design Coordination															0	\$ -	\$ 39,610.00
2.15 - Electrical Design Coordination (Preliminary Drawing)															0	\$ -	\$ 30,420.00
2.16 - Instrumentation Drawings															0	\$ -	\$ 127,489.00
2.17 - HVAC/Plumbing Drawings															0	\$ -	\$ 73,312.00
2.18 - Workshop 3 - Instrumentation and Control Strategy															0	\$ -	\$ 39,696.00
2.19 - QA/QC															0	\$ -	\$ 26,518.00
2.20 - 30 Percent Design Submits															0	\$ -	\$ 27,856.00
2.21 - 30 Percent Design Review Meeting															0	\$ -	\$ 49,661.00
2.22 - 30 Percent Design Review Meeting															0	\$ -	\$ 32,522.00
<b>Subtotal - Task 2 - Preliminary Design (30 Percent Submittal)</b>	0	126	80	0	173	0	0	40	0	80	16	0	10	533	\$ 87,491.00	\$ 963,722.00	
<b>3 Task 3 - 60 Percent Design Submittal</b>																	
3.1 - General Drawing															0	\$ -	\$ 17,226.00
3.2 - Structural Drawings and Specifications															0	\$ -	\$ 192,354.00
3.3 - Civil Site Drawings and Specifications															0	\$ -	\$ 54,980.00
3.4 - Process/Mechanical Drawings and Specifications															0	\$ -	\$ 113,992.00
3.5 - Architectural Design Drawings and Specifications															0	\$ -	\$ 59,906.00
3.6 - Architectural Engineering Design Drawings and Specifications															0	\$ -	\$ 26,324.00
3.7 - Electrical Design Drawings and Specifications															0	\$ -	\$ 214,250.00
3.8 - Instrumentation Drawings and Specifications															0	\$ -	\$ 105,742.00
3.9 - HVAC/Plumbing Drawings and Specifications															0	\$ -	\$ 60,940.00
3.10 - Maintenance of Plant Operators (MOP) Coordination															0	\$ -	\$ 18,514.00
3.11 - QA/QC															0	\$ -	\$ 30,864.00
3.12 - Early Release Equipment Coordination/Procurement Support															0	\$ -	\$ 24,526.00
3.13 - Engineering Support for Price Model and GMP-1 Package															0	\$ -	\$ 23,610.00
3.14 - 60 Percent Design Submits															0	\$ -	\$ 45,566.00
3.15 - 60 Percent Design Review Meeting															0	\$ -	\$ 30,190.00
<b>Subtotal - Task 3 - 60 Percent Design Submittal and Early GM</b>	0	126	80	0	173	0	0	40	0	80	16	0	14	533	\$ 87,491.00	\$ 1,037,819.00	

- 4 **Task 4 - 90 Percent Design Submittal (GMP-2)**
  - 4.1 - General Drawings and Specification
  - 4.2 - Structural Drawings and Specification
  - 4.3 - Civil/Site Drawings and Specification
  - 4.4 - Process/Mechanical Drawings and Specification
  - 4.5 - Architectural Design Drawings and Specification
  - 4.6 - Acoustical/Engineering Design Drawings and Specification
  - 4.7 - Electrical Design Drawings and Specification
  - 4.8 - Instrumentation and Control Drawings and Specification
  - 4.9 - HVAC/Plumbing Drawings and Specification
  - 4.10 - QA/QC
  - 4.11 - Engineering Support (GMP-2)
  - 4.12 - 90 Percent Design Submittal
  - 4.13 - 90 Percent Design Review Meeting
  - 4.14 - Documentation and Comment Resolution

	17%	8%		17%		4%		3%	16%		16%	\$ -	53%	\$ 87,491.00	\$ 87,491.00
												\$ 12,886.00	0%	\$ -	\$ 12,886.00
												\$ 58,580.00	0%	\$ -	\$ 58,580.00
												\$ 34,648.00	0%	\$ -	\$ 34,648.00
												\$ 68,132.00	0%	\$ -	\$ 68,132.00
												\$ 53,790.00	0%	\$ -	\$ 53,790.00
												\$ 21,568.00	0%	\$ -	\$ 21,568.00
												\$ 152,734.00	0%	\$ -	\$ 152,734.00
												\$ 82,354.00	0%	\$ -	\$ 82,354.00
												\$ 47,200.00	0%	\$ -	\$ 47,200.00
												\$ 29,979.00	0%	\$ -	\$ 29,979.00
												\$ 27,854.00	0%	\$ -	\$ 27,854.00
												\$ 29,458.00	0%	\$ -	\$ 29,458.00
												\$ 26,403.00	0%	\$ -	\$ 26,403.00
												\$ 8,766.00	0%	\$ -	\$ 8,766.00

Subtotal - Task 4 - 90 Percent Design Submittal (Final GMP)

0	17%	8%	0	17%	0	0	4%	0	0	16%	0	16%	\$ 632,905.00	53%	\$ 87,491.00	\$ 719,556.00
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- 5 **Task 5 - Permitting**
  - 5.1 - Pre-application Meetings and Coordination
  - 5.2 - Department of Environmental Protection (FDEP)
  - 5.3 - Environmental Resource Permits
  - 5.4 - City of Tampa Construction Services Department (CSD)
  - 5.5 - Hillsborough County Environmental Protection Commission (EPC)

	12%			12%								\$ 21,608.00	36%	\$ 5,340.00	\$ 27,348.00
												\$ 16,456.00	0%	\$ -	\$ 16,456.00
												\$ 15,025.00	0%	\$ -	\$ 15,025.00
												\$ 41,418.00	0%	\$ -	\$ 41,418.00
												\$ -	0%	\$ -	\$ -

Subtotal - Task 5 - Permitting

0	12%	0	0	12%	0	0	0	0	0	0	0	0	\$ 94,567.00	36%	\$ 5,340.00	\$ 100,447.00
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- 6 **Task 6 - Complete Final IFC Package**
  - 6.1 - Final Review and Check
  - 6.2 - Complete Final Package
  - 6.3 - Permit Comment Resolution

	16%		16%	16%								\$ 83,968.00	43%	\$ 8,096.00	\$ 71,062.00
												\$ 48,514.00	0%	\$ -	\$ 48,514.00
												\$ 21,822.00	0%	\$ -	\$ 21,822.00

Subtotal - Task 6 - Complete Final IFC Package

0	16%	0	16%	16%	0	0	0	0	0	0	0	0	\$ 131,952.00	43%	\$ 8,096.00	\$ 139,398.00
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- 7 **Task 7 - Price Modeling and Guarantee Maximum Price (GMP) Proposals**
  - 7.1 - 30% Price Model Package
  - 7.2 - 60% Price Model Package
  - 7.3 - Early Procurement Guaranteed Maximum Price (GMP-1)
  - 7.4 - Guaranteed Maximum Price (GMP-2)

	16%		16%	16%	4%	16%	16%	16%				\$ -	84%	\$ 12,864.00	\$ 12,864.00
					4%	16%	16%	16%				\$ -	84%	\$ 12,864.00	\$ 12,864.00
		8%	12%	12%	32%	12%	32%	32%	8%	24%	\$ -	27%	\$ 60,824.00	\$ 60,824.00	
		8%	12%	12%	32%	12%	32%	32%	8%	24%	\$ -	27%	\$ 60,824.00	\$ 60,824.00	

Subtotal - Task 7 - Additional Services Allowance

0	36%	16%	0	27%	0	64%	24%	32%	96%	32%	16%	48%	\$ -	92%	\$ 147,376.00	\$ 147,376.00
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- 8 **Task 8 - Additional Services Allowances**
  - Design-Build Allowance
  - WPSA Facility Site Visit
  - FDEP/Hillsborough County Department of Health (DOH)

												\$ 130,000.00	0%	\$ -	\$ 130,000.00
												\$ -	0%	\$ -	\$ -

Subtotal - Task 8 - Price Modeling Package

0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 130,000.00	0%	\$ 130,000.00	\$ 260,000.00
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Conceptual Design Scope of Services - All Tasks TOTAL

5	72%	29%	5%	161%	0	72%	42%	56%	49%	64%	14%	27%	\$ 3,125,638.99	345%	\$ 679,187.00	\$ 3,804,826.00
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- B. Expenses**
- Insurances
- Vehicles, Fuel, Mileage
- Cell Phones
- Computers / Software
- Office / Documents
- Mark-up on Subcontractors

<b>Cost</b>		
\$ 104,632.72	2.75%	
\$ -		
Incl		
Incl		
Incl		

Section B. Total

\$ 104,632.72
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Section A. Total

\$ 3,804,826.00
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Total Fee

\$ 3,909,458.72
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**Exhibit D – INSURANCES**

## CITY OF TAMPA INSURANCE REQUIREMENTS

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, subtenants, 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 <sup>1</sup>

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 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 valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies; it shall apply separately to the project/location (ISO CG 2S 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, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. 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 completed value, 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. (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 CRPL 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

<sup>1</sup> "M" indicates million(s), for example \$1M is \$1,000,000

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.; coverage 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 admitted 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)  
01/13/2026

**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).**

<b>PRODUCER</b> MARSH USA LLC. 155 N. WACKER, SUITE 1200 CHICAGO, IL 60661	<b>CONTACT NAME:</b> Marsh   Business & Client Services <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Chicago.CertRequest@marsh.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
CN102628835--STDP-24-26 TAM	<b>INSURER A:</b> Old Republic Insurance Company NAIC # 24147 <b>INSURER B:</b> Indian Harbor Insurance Company 36940 <b>INSURER C:</b> Fireman's Fund Indemnity Corp. 11380 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-011080015-00      **REVISION NUMBER:** 0

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	<b>COMMERCIAL GENERAL LIABILITY</b> <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:	X	X	MWZY 313941-25 GENERAL LIABILITY EXCESS MWZX 316962-25	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EXCESS LIMIT \$ 8,000,000
A	<b>AUTOMOBILE LIABILITY</b> <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	X	X	MWTB 313942-25	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 313940-25 (AK AL AR AZ CA CO DC FL GA HI ID IL IN KY LA MA MD MN MS MT NC NV OR PA SC SD TN TX UT WI)	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>CONTRACTORS PROF. LIABILITY</b>			CEO744694809	07/01/2025	07/01/2026	PER CLAIM/AGG 2,000,000
C	<b>POLLUTION LIABILITY</b>			USL028909240	07/01/2024	07/01/2026	PER CLAIM/AGG 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
25-C-00024 Howard F. Curren AWTP High Purity Oxygen Generation Facility Replacement Design Build

<b>CERTIFICATE HOLDER</b> City of Tampa 306 E. Jackson Street Tampa, FL 33602	<b>CANCELLATION</b> 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 of Marsh USA LLC <i>Marsh USA LLC</i>
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**CONSTRUCTION**



**Howard F Curren High Purity Oxygen  
Progressive Design Build**

**Exhibit E – DMI FORMS**



**Page 1 of 4 – DMI Solicited/Utilized Schedules**  
**City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)**  
**(DMI 10 Form)**

Contract No.: 25-C-00024 Contract Name: Howard F. Curren AWTP High Purity Oxygen Generation Facility Replacement Design Build  
 Company Name: PCL Civil Constructors, Inc. Address: 1 N. Dale Mabry Highway, Suite 300 Tampa, FL 33609  
 Federal ID: 84-0915605 Phone: 813-425-1440 Fax: 813-961-1575 Email: rtorrejon@pcl.com

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

- No Firms were contacted or solicited for this contract.  
 No Firms were contacted because: \_\_\_\_\_  
 See attached list of additional Firms solicited and all supplemental information (List must comply to this form)

**Note: Form DMI-10 must list ALL subcontractors solicited including Non-minority/small businesses**

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

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 AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
W 26-3947444	AREHNA Engineering, Inc. 5012 W Lemon Street, Tampa, FL 33609 P: 813.944.3464 F: 813.944.4959 E: jmcroory@arehna.com	CF	925	E	Y
W 65-0868970	Electrical Design Associates, Inc. 6965 Piazza Grande Ave, Suite 311 Orlando, FL 32835 P: 407-745-3604 E: wnelson@goseda.com	HF	925	E	Y
W 03-0476653	Hyatt Survey 2012 Lena Road Bradenton, Florida 34211 P: 941-748-4693 E: Russell@hyattsurvey.com	CF	925	E	Y
O 23-3047834	Solutionwerks, Inc. 1592 Lake Royale, 102 Oklahoma Drive, Louisburg, NC 27549 P: 513-939-9380 E: dennis.derr@solutionwerks.com	CM	925	E	Y
O 65-1177841	WILDERARCHITECTURE, Inc. 1315 E. 7th Avenue, Suite 106, Tampa, FL 33605 P: 813.242.6677 F: 813.242.6683 E: jteilderarchitecture.com	CM	906	E	Y
O 59-1742857	Cogburn Brothers 3300 Faye Rd, Jacksonville, FL 32226 P: 904-545-5654 E: Mkistner@cogburnbros.com	CM	914	E	Y
O 45-5087193	Wave Engineering Littleton, CO 80120 P: 720-446-9283 E: jeffk@waveengineering.us	CM	925	E	Y

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed: Erick Wahlstrom Digitally signed by Erick Wahlstrom Date: 2026.01.15 10:11:11 -05'00' Name/Title: Erick Wahlstrom/Manager, Finance & Commercial Risk Date: 1/15/2026

**Failure to Complete, Sign and Submit Forms 10, 20, & 50 SHALL render the Bid or Proposal Non-Responsive**  
**Forms must be included with Bid / Proposal**



**Page 1 of 4 – DMI Solicited/Utilized Schedules**  
**City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)**  
**(DMI 10 Form)**

Contract No.: 25-C-00024 Contract Name: Howard F. Curren AWTP High Purity Oxygen Generation Facility Replacement Design Build  
 Company Name: PCL Civil Constructors, Inc. Address: 1 N. Dale Mabry Highway, Suite 300 Tampa, FL 33609  
 Federal ID: 84-0915605 Phone: 813-425-1440 Fax: 813-961-1575 Email: rtorrejon@pcl.com

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

- No Firms were contacted or solicited for this contract.
- No Firms were contacted because: \_\_\_\_\_
- See attached list of additional Firms solicited and all supplemental information (List must comply to this form)

**Note: Form DMI-10 must list ALL subcontractors solicited including Non-minority/small businesses**

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

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 AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
O	Carollo Engineering 101 East Kennedy Boulevard, Suite 700 Tampa, Florida 33602 P: 813-886-9572 E: jbarksdale@carollo.com	CM	925	E	Y

Failure to Complete, Sign and Submit  
 this form with your Bid or Proposal  
 Shall render the Bid Non-Responsive  
 (Do Not Modify This Form)

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed: Erick Wahlstrom Digitally signed by Erick Wahlstrom  
Date: 2026.01.15 10:10:48 -05'00' Name/Title: Erick Wahlstrom/Manager, Finance & Commercial Risk Date: 1/15/2026

**Failure to Complete, Sign and Submit Forms 10, 20, & 50 SHALL render the Bid or Proposal Non-Responsive**  
**Forms must be included with Bid / Proposal**



**Page 3 of 4 – DMI Solicited/Utilized Schedules**

**City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)  
(DMI 20 Form)**

Contract No.: 25-C-00024 Contract Name: Howard F. Curren AWTP High Purity Oxygen Generation Facility Replacement Design Build  
 Company Name: PCL Civil Constructors, Inc. Address: 1 N. Dale Mabry Highway, Suite 300 Tampa, FL 33609  
 Federal ID 84-0915605 Phone: 813-425-1440 Fax: 813-961-1575 Email: rtorrejon@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 DMI-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 Street, Tampa, FL 33609 P: 813.944.3464 F: 813.944.4959 E: jmcroory@arehna.com	CF	9 2 5	31,800	0.8%
W 65-0868970	Electrical Design Associates, Inc. 6965 Piazza Grande Ave, Suite 311 Orlando, FL 32835 P: 407-745-5604 E: wnelson@goeda.com	HF	9 2 5	484,836	12.3%
W 03-0476653	Hyatt Survey 2012 Lena Road Bradenton, Florida 34211 P: 941-748-4693 E: Russell@hyattsurvey.com	CF	9 2 5	28,890	.07%
O 65-1177841	WILDER ARCHITECTURE, Inc. 1315 E. 7th Avenue, Suite 106, Tampa, FL 33605 P: 813.242.6677 F: 813.242.6683 E: jteilderarchitecture.com	CM	9 0 6	184,460	4.6%
O 45-5087193	Wave Engineering Littleton, CO 80120 P: 720-446-9283 E: jeffk@waveengineering.us	CM	9 2 5	25,000	.06%
O	Carollo Engineering 101 East Kennedy Boulevard, Suite 700 Tampa, Florida 33602 P: 813-888-9572 E: jbarksdale@carollo.com	CM	9 2 5	2,244,493	57%

Total ALL Subcontract / Supplier Utilization \$ 3,125,639

Total SLBE Utilization \$ 0

Total WMBE Utilization \$ 545,526

Percent SLBE Utilization of Total Bid/Proposal Amt. 0 % Percent WMBE Utilization of Total Bid/Proposal Amt. 14.7 %

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

Signed: Erick Wahlstrom Digitally signed by Erick Wahlstrom Date: 2025.01.15 10:11:29 -0500 Name/Title: Erick Wahlstrom/Manager, Finance & Commercial Risk Date: 1/15/2026