

RESOLUTION NO. 2026 - 491

**A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF TAMPA AND ARCADIS, U.S., INC. EFFECTIVE AS OF OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2030, FOR AN AMOUNT NOT TO EXCEED \$2,800,000 IN CONNECTION WITH CONTRACT 25-D-00034 PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE DEPARTMENT OF SOLID WASTE AND ENVIRONMENTAL PROGRAM MANAGEMENT; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE OF OCTOBER 1, 2025, NUNC PRO TUNC.**

**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 Arcadis, U.S., Inc. ("Firm") to provide professional services in connection with 25-D-00034 Professional Engineering Consulting Services for the Department of Solid Waste and Environmental Program Management ("Project") as detailed in the Agreement for Consultant Services ("Agreement"); and

**WHEREAS**, the City and the Firm desire that the Agreement be effective as of October 1, 2025, to account for the extended negotiation period and to ensure the uninterrupted continuation of the professional services contemplated herein; and

**WHEREAS**, the City desires to enter into the Agreement with the Firm to provide certain professional services that includes, but is not limited to, conduction third-party engineering studies on departmental buildings, budget development, assessments of facility condition, quarterly inspections, monitoring and advising on outages and maintenance, tracking operation data and preparing performance reports, assisting with permitting and compliance, advising on contractual and financial matters related to facility operations, and assisting with capital project planning; and

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

**NOW, THEREFORE,**

**BE IT RESOLVED BY THE CITY COUNCIL**

**OF THE CITY OF TAMPA, FLORIDA, THAT:**

**Section 1.** The Agreement, effective October 1, 2025 and ending September 30, 2030, between the City of Tampa and Arcadis, U.S., Inc., in connection with Contract 25-D-00034 Professional Engineering Consulting Services for the Department of Solid Waste and Environmental Program Management, a copy of which is attached hereto and made a part hereof, is authorized and approved in its entirety or in substantially similar form.

INF26-24699

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

**Section 3.** This Resolution approves an agreement not to exceed \$2,800,000 between the City and Arcadis, U.S., Inc. for Professional Engineering Consulting Services over a period of 7 years, which includes an initial 5-year term and 2-year renewal term, subject to annual appropriation, for use by the Department of Solid Waste and Environmental Program Management within the Solid Waste Operations Fund.

**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.** The 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.

**Section 6.** This Resolution shall take effect as of October 1, 2025, nunc pro tunc.

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

JUN 18 2026

ATTEST:

  
CITY CLERK/DEPUTY CITY CLERK



CHAIRMAN\CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO  
LEGAL SUFFICIENCY BY:

E/S

Justin R. Vaske  
SENIOR ASSISTANT CITY ATTORNEY

## **AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT** ("Agreement") made and entered into at Tampa, Florida, as of the \_\_\_\_ day of \_\_\_\_\_, 2026, which is the date Resolution No. [Reso No.] was adopted authorizing execution of this Agreement, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, ("CITY"), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and Arcadis, U.S., Inc., a Delaware corporation authorized to do business in the State of Florida, ("FIRM"), the address of which is 4300 W Cypress Street, Suite 450, Tampa, Florida 33607.

### **WITNESSETH:**

**WHEREAS**, the CITY desires to engage the FIRM to perform certain professional services pertinent to such work which shall be referred to as Contract 25-D-00034, Professional Engineering Consulting Services for the Department of Solid Waste and Environmental Program Management ("PROJECT") in accordance with this Agreement; and,

**WHEREAS**, the FIRM desires to provide such professional 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 will be that of an independent professional consultant for the PROJECT; and the FIRM shall provide the professional and technical services required under this Agreement in accordance with the care and skill used by members of FIRM'S profession practicing under similar circumstances at the same time and in the same locality ("Standard of Care").

B. The scope of services to be provided is indicated in **Exhibit A** ("Services").

#### **II. DATA AND SERVICES TO BE PROVIDED BY THE CITY**

The CITY shall provide available plans and specifications of existing construction, if any, applicable to the Project.

#### **III. PERIOD OF SERVICE**

A. The FIRM shall begin work promptly after receipt of a fully executed copy of this Agreement and a Notice to Proceed. The Effective Date of this Agreement shall be October 1, 2025. This Agreement shall remain in force for a period of five (5) years from and after the Effective Date ("Initial Term"). The CITY may upon written notice to FIRM renew this Agreement on the same terms and conditions for a two-year extension ("Renewal Term").

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 and compensation shall be adjusted appropriately.

**IV. GENERAL CONSIDERATIONS**

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

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

C. Any use by the CITY of such materials in connection with a project or purpose other than that for which such materials are 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**

A. The CITY shall compensate the FIRM for the services performed in connection with this Agreement as follows:

TERM	NOT TO EXCEED AMOUNT
<i>Initial Term:</i>	
Year 1 10/01/2025 - 9/30/2026	\$400,000
Year2 10/01/2026- 9/30/2027	\$400,000
Year3 10/01/2027 - 9/30/2028	\$400,000
Year4 10/01/2028 - 9/30/2029	\$400,000
Year5 10/01/2029- 9/30/2030	\$400,000
<i>Renewal Term:</i>	
Year6 10/01/2030 - 9/30/2031	\$400,000
Year7 10/01/2031- 9/30/2032	\$400,000

Said amounts are expressly subject to Article XXIX, entitled BUDGET APPROPRIATIONS, below and the CITY shall not be liable for and FIRM shall not incur any costs above the

foregoing not to exceed amounts, and FIRM shall not incur costs in excess of the foregoing not to exceed amounts, which amounts may only be increased by a writing signed by the Mayor and approved by City Council.

**B.** Attached as **Exhibit B** to this Agreement is the parties' best estimate of the fees and costs to be incurred by FIRM in providing the services described in Exhibit A during Year 1 of this Agreement. FIRM shall use its best efforts to perform each of the tasks described in Exhibit A within said not to exceed amount. FIRM acknowledges that the fee and cost estimates included in Exhibit B do not constitute fixed or minimum amounts payable by the CITY. All labor charges shall be in accordance with the per hour rates noted in Exhibit B. Invoiced hours shall be subject to City review and approval before being payable. If performance involves the services of others or the furnishing of equipment, supplies, or materials, FIRM agrees to pay for the same in full and at the time of payment application to the City, FIRM shall certify in writing that said payments have been so made. The per hour rates set forth in Exhibit B are "fully burdened" (i.e. inclusive of all costs for labor, overhead and profit associated with providing an hour of work by the named individual or labor/trade classification) and shall be charged regardless of whether the work is "straight" or "overtime". Examples of costs considered to be included as part of fully-burdened unit prices or labor rates and for which separate assessments or requests for direct reimbursement will not be allowed:

1. Costs for travel to and from the worksite including costs for travel time, transportation expenses, meals/subsistence lodging, per diem, or any other travel or living type expenses unless first approved in advance and in writing by the CITY.
2. Profit, fees, surcharges, mark-ups, or other indirect charges unless first approved in advance and in writing by the CITY.

FIRM shall notify the CITY in writing whenever FIRM has reason to believe that the costs FIRM expects to incur in the following 60 days, when added to all costs previously incurred, will exceed 75% of the Exhibit B estimated costs; or the total cost for performance will be either greater or substantially less than shown on Exhibit B. As part of the notification, FIRM shall provide the CITY with a revised estimate of the total cost of performance. Notwithstanding anything herein to the contrary, the CITY shall have the right upon written notice to FIRM through the Director of its Department of Solid Waste (or authorized designee) to from time to time with regard to any given year of the term to redistribute not to exceed amounts among tasks or line items and to redistribute labor hours among tasks and labor classifications without further action by the Mayor or City Council.

**C.** Not less than 45 days prior to the anniversary of the Effective Date, FIRM shall submit for the City's consideration in substantially similar form to Exhibit B as originally attached to this Agreement its best estimate of the fees and costs to be incurred by FIRM in providing the

services described in Exhibit A for the coming year ("Exhibit B Proposal") together with any increases to the hourly billing rates effective with regard to the coming calendar year based on any annual increase in the cost-of-living, based on increases in the national (U.S. City Average) consumer price index (CPI) for urban wage earners and clerical workers (CPI-U), or any successor index, published by the Bureau of Labor Statistics for the 12-month period ending on the preceding July 31; provided, however, any proposed increase shall only be allowed if timely submitted and accompanied by a written calculation of the CPI increase/decrease. Further, if timely submitted said increase shall only be allowed where there was an actual increase in the CIP as calculated, shall not exceed 2% regardless of the actual calculated increase. An example of the calculation to be used by FIRM follows:

$$\frac{(\text{July 2026 value}) - (\text{Aug 2027 value})}{\text{Increase/Decrease (Aug 2027 value)}} \times 100\% = \text{CIP}$$

If the Exhibit B Proposal is acceptable to the CITY, it shall become fully incorporated into this Agreement as part of Exhibit B with regard to the applicable year noted therein only upon said Exhibit B Proposal being affixed with the manual signature of the Director of the Department of Solid Waste (or the head of its successor department), which may be affixed without the need for any further action by the Mayor or City Council.

**VI. PAYMENT**

A. Payments shall be made upon presentation of the FIRM's approved invoices via Trimble/eBuilder software.

**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 upon prior written notice 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 for 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**

In the event the PROJECT is suspended, cancelled or abandoned, 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 hereof, FIRM shall immediately cease work hereunder and shall be compensated for its services rendered up to the time of such cancellation or termination on a quantum meruit basis; and the CITY shall have no further financial obligation to FIRM.

In the event the PROJECT is suspended, cancelled or abandoned, 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 except that FIRM shall not be liable for such future use by the CITY.

**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 aggressively, adequately, timely and appropriately perform the services

required by this Agreement in conformity with the Standard of Care, or other similar cause, the City may terminate this Agreement for 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. In the event of such termination for cause, the FIRM shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, FIRM shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All work accomplished by FIRM prior to the Termination Date shall be documented. In the event the project is terminated for cause pursuant to this Article, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY. Notwithstanding the above or any section herein to the contrary, FIRM shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by FIRM.

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

## **XI. INSURANCE**

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

## **XII. INTERESTS OF MEMBERS OF THE CITY**

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

### **XIII. INTEREST OF THE FIRM**

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

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

The FIRM shall disclose any clients that may either conflict with or affect its independent judgment when performing any work for the City of Tampa covered by this Agreement. Failure of the FIRM to disclose the above professional conflict of interest may result in termination of this Agreement pursuant to Article X 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 disqualified from participating in the proposed Project.

### **XIV. COMPLIANCE WITH LAWS**

A. The FIRM shall comply with the applicable requirements of State laws and all Codes and Ordinances of the City of Tampa as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

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 under said Agreement.

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. 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.

E. Any documents provided by FIRM to the CITY are public records and the CITY may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes

**XV. ASSIGNABILITY**

Neither party shall assign or transfer any interest in this Agreement without consent from the other party; 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. 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. FIRM shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

**XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM**

A. FIRM shall demonstrate good faith effort toward the utilization of City Certified Small Local Business Enterprise (SLBE) subconsultants or suppliers.

B. The CITY shall make available a list of Certified SLBEs.

C. The FIRM shall report to the CITY its subcontractors/subconsultants/suppliers solicited or utilized (**Exhibit D**).

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

E.

**XVIII. CITY CODE OF ETHICS**

In connection with this Agreement, the FIRM hereby covenants and agrees that it shall comply with all applicable governmental 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 consultant 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 party 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 party 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.

**B. XIV. 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**

The FIRM shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the FIRM and other persons employed or utilized by the FIRM in the performance of the Agreement.

**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 non-state entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if a nonstate entity expends \$750,000 or more of State financial assistance in any fiscal year of such non-state 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 the 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 with companies for (i) goods or services of any amount on either the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel and (ii) goods or services of \$1,000,000 or more 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, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria. A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria 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 any amount. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria or is on the Iran

Terrorism Sector List 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 \$1,000,000 or more. FIRM certifies that it is not in violation of Section 287.135, Florida Statutes. If the City determines the FIRM submitted a false certification, or has been placed on the Scrutinized Companies Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or been engaged in business operations in Cuba or Syria, the City shall have the option to terminate this Agreement or maintain it subject to the conditions of Section 287.135 of the Florida Statutes.

### **XXXI. PUBLIC RECORDS**

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

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

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

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

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

3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration

of the Agreement term and following completion (or earlier termination) of the Agreement if FIRM does not transfer the records to the CITY;

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

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

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

**XXXII. E-VERIFY**

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

**XXXIII. 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).

**XXXIV. FIRM EMPLOYEES**

PURSUANT TO §558.0035, FLORIDA STATUTES, FIRM'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

[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:**  
Arcadis, U.S., Inc.

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; use individual's only if applicable.*

[SEAL]

**ATTEST:**

**CITY:**  
City of Tampa, Florida

By: \_\_\_\_\_  
City Clerk/Deputy City Clerk  
[SEAL]

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

APPROVED AS TO FORM:

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

**ATTESTATION OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES, CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, AND COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES**

This form must be completed by an Officer of an Entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending a contract with the City of Tampa.

**Public Entity Crimes**

1. Officer understands that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Business Entities placed on either the “discriminatory vendor list” or “antitrust vendor list” are ineligible to transact business with the City of Tampa.
2. Officer understands and attests that neither Officer, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

**Scrutinized Companies**

3. Officer understands that pursuant to Section 287.135(2)(a), Florida Statutes, if the value of the contract is one hundred thousand dollars or more, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the “Scrutinized Companies or Other Entities that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes); or is engaged in a boycott of Israel; or if the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity is ineligible to contract with the City of Tampa if the Entity:
  - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
  - b. Is engaged in business operations in Cuba or Syria.
4. Officer attests that neither Officer nor the Entity are on the Scrutinized Companies or Other Entities that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor is either engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Attestation.

**E-Verify**

5. Officer understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Entity must comply with Florida’s E-Verify law to enter into a contract with the City of Tampa.
6. The undersigned Entity is registered with and uses the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all new

employees.

7. No public employer has terminated a contract with the Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or reply to contract with the City of Tampa.

8. Entity is currently in compliance and will remain in compliance, for the duration of any contract with the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.

9. Officer understands and attests that, if there is a good faith belief that the Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.

10. Officer understands and attests that, if there is a good faith belief that one of Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Entity has otherwise complied with its obligations thereunder, then the Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

#### Anti-Human Trafficking

11. Officer hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(2), Florida Statutes.

12. Officer attests to the best of his/her knowledge that commodities offered to the City by the Entity have not been produced, in whole or in part, by forced labor. Any contract that the City may enter into with Entity if Entity is placed on the forced labor vendor list.

#### Compliance with Foreign Countries of Concern

13. Officer, on behalf of the Entity attest to the following:

a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138, Florida Statutes.)

b. The government of a foreign country of concern does not have a controlling interest in the Entity. (Source: § 287.138(2)(b), Florida Statutes.)

c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: Arcadis US, Inc.

Officer's Printed Name: Leah K. Richter

Officer's Title: Vice President

Signature: 

Date: 05-06-2026

**Exhibit A**  
**Scope of Services**

**Contract 25-D-00034; Professional Engineering Consulting Services for the Department of  
Solid Waste and Environmental Program Management**

**Scope of Services**

Arcadis US, Inc. (Firm) shall provide the following services in each Year of the Agreement:

*Task 1 – Project Management*

Firm shall provide administrative support, including coordination activities, progress reports, invoices, Minority and Small Business Development reporting, resource coordination, preparation of work authorizations, scopes, budgets, and schedules. These tasks shall include:

- Project billing and status reports
- Assistance to City project management staff
- Monitoring sub-consultant performance
- Monthly status meetings with Department and WTE Staff to review the status of ongoing projects and activities. Meetings may be in person or virtual.
- Development and distribution of agendas and meeting summaries for meetings, if required by the City Representative.

*Task 2 – WTE Facility Operations Monitoring and Inspections*

Firm shall provide operations monitoring of the McKay Bay Refuse to Energy Facility (WTE Facility), WTE Facility performance review, and other tasks to assist the City with operations of the WTE Facility. These tasks shall be performed as requested by the City and may include but not be limited to the following:

*On-Site Inspections and Boiler Outage Inspections*

- Performing inspections during ongoing WTE Facility outages.
- Conducting quarterly WTE Facility condition/work order walk-downs in conjunction with WTE Facility staff to assist WTE Staff with outage and work order planning.
- Preparation of inspection summary memorandums.
- Conducting tasks specifically related to the generator failure Root Cause Analysis (RCA) recommendations.

### *WTE Facility Performance*

- Conducting analysis of WTE Facility performance data to determine compliance with environmental permits, WTE Facility operations manuals, and WTE Facility operating procedures, including providing recommendations of changes to City Staff.
- Reviewing WTE Facility work orders, including reoccurring, completed, and open work orders.
- Reviewing WTE Facility inventory including periodic spot check of inventory list, overall inventory value, and item quantity and location information.

### *Operations Monitoring Reports*

- Preparation of detailed WTE Facility Annual Operations Report, including all necessary graphs, charts and appendices. Shall be requested 6 months prior to anticipated submittal date.

### *Operations Meetings*

- Attendance at WTE Facility meetings.

### *Other Inspections*

- Performing other ongoing engineering and specialty inspections. Examples: Electrical, Structural, Stormwater, Tanks, Process Mechanical, etc.

### Task 3 – WTE Regulatory Compliance

Firm shall monitor WTE Facility compliance with all current permits, including preparation, renewal / modification, and maintenance of permitting and related monitoring schedule for the WTE Facility, review and evaluation of monitoring results, assist with data submittals to regulators, and preparation of memorandums and reports to regulatory agencies summarizing and presenting the monitoring results. These tasks shall be performed as requested by the City and may include but not be limited to the following:

- Advising the City on active permits related to the WTE Facility.
- Monitoring Environmental Protection Agency, Florida Department of Environmental Protection (FDEP), and Hillsborough County Environmental Protection Commission (EPC) environmental regulations and rule-making as related to the WTE Facility Complex and advise City.
- Reviewing solid waste division and air division inspections and reports from FDEP and EPC and provide comments / support to the City.
- Providing Multi-Sector General Permit (MSGP) compliance assistance and regulatory updates and rules monitoring.
- Reviewing Discharge Monitoring Reports (DMRs) and provide assistance with submittals or waiver.

- Providing surface water management system compliance assistance and conduct maintenance monitoring as needed related to the WTE Facility's permit.
- Assistance with temporary regulatory approvals of specific wastes to enhance WTE Facility processing allowances.
- Revising and maintaining WTE Facility Permit related plans on their appropriate renewal intervals.
- Preparation of Permit Renewal Application Package(s) for submittal to FDEP and EPCHC, on their appropriate renewal intervals.
- Assistance with preparation of updated Stormwater Pollution Prevention Plan (SWP3).
- Conducting ERP and stormwater system permit activities, such as inspection and review of system.
- Providing spill prevention, control, and countermeasure (SPCC) compliance including regular inspections, plan updates or other requirements.
- Development of WTE Facility Title V permit renewal, due in 2026 with renewals typically every 5 years.
- Providing review / comments to WTE Facility reports and regulatory submittals including the Annual Operating Report, Semi-Annual Subpart Cb Reports, greenhouse gas (GHG) data report, quarterly CGA reports, quarterly Opacity reports, Annual Statement of Compliance, Title V required reports, and Quarterly Excess Emissions and Monitoring System Reports.
- Providing review / comments and consult with City regarding air emissions and CEMS and COMS monitored parameters compliance and excursion events and notifications.
- Reviewing and evaluating Air Pollution Control (APC) and Continuous Emission Monitoring System (CEMS) / Continuous Opacity Monitoring System (COMS) data and performance.
- Reviewing Annual Air Testing Compliance monitoring testing protocol and Annual Air Emissions Testing results and provide comments and support as required.

**Task 4 – WTE Facility Capital Projects Oversight and Assistance**

The City has been operating the WTE Facility since June 2020 and is working to close out a Contract with a Design-Builder for design and construction of several 2024 capital projects at the WTE Facility. The City also plans and manages ongoing Capital Improvement Projects (CIP) over time to improve and upgrade the WTE Facility. These tasks shall be performed as requested by the City and may include but not be limited to the following:

- Reviewing project record documents and assist the City with organization and markups.
- Conducting field walk-downs of critical drawings and systems, coordinated with City Staff, to ensure all items are captured and documented correctly.

- Reviewing operating manuals and procedures provided as part of the project, including updating and developing and/or merging with existing manuals.
- Reviewing the WTE Facility's ongoing CIP list and schedule and provide recommendations and order-of-magnitude planning cost estimates and assistance with outage planning, when applicable.
- Providing construction monitoring for ongoing capital projects.

**Task 5 – General Solid Waste Department Services**

Firm shall provide assistance to the Solid Waste Department for other services or facilities separate from the WTE Facility. The Department provides recycling and collection services for both commercial and residential customers. The City also maintains the solid waste collection fleet vehicles. The Department is also constructing a new administrative building and fleet maintenance building at the McKay Bay Complex so the location of the existing administration and vehicle maintenance facilities can be used for other purposes. These tasks shall be performed as requested by the City and may include but not be limited to the following:

- Assistance with review of solid waste collection services including data review and analysis, recommendations, and report development.
- Inspection or review of Transfer Station, Scale House, or other solid waste site facilities not included in other tasks.
- Development of regulatory compliance notifications or reports for submittal to regulatory agencies.
- Advising the City on active permits related to the WTE Facility Complex.
- Monitoring Environmental Protection Agency, Florida Department of Environmental Protection (FDEP), and Hillsborough County Environmental Protection Commission (EPC) environmental regulations and rule-making as related to the Complex and advise City.
- Revising and maintaining Transfer Station Permit related plans on their appropriate renewal intervals.
- Conducting future action as may be required by FDEP with regard to Pond #5, including associated permit modification, development or negotiations.
- Providing any other Departmental Regulatory Compliance Activities.
- Assistance with review of solid waste transfer and disposal services including rail hauling.
- Assistance with Public Outreach.
- Assistance with energy sales including review of information from energy sales managers or marketers.

- Assistance with review and discussions of CEMEX and adjacent retention pond area use

### Task 6 – Additional Services

As some events and circumstances relating to the WTE Facility and the Department cannot be predicted, the City may from time to time request that Firm perform certain additional services not included in the above tasks and/or arising from unforeseen circumstances. Accordingly, Firm's total compensation for a given year may from time to time include a not-to-exceed amount for such additional services and/or unforeseen circumstances ("Additional Services Allowances") which shall be utilized, if at all, in the City's sole discretion. Potential additional services may include, but are not limited to:

#### Task 6.1 – Electrical Distribution Study

- In Progress, to be completed in 2026. Provide general consulting services for analyzing potential modifications to the City's electrical distribution system to provide power generated at the WTE Facility to additional facilities within the McKay Bay Complex, including Transfer Station A, Transfer Station B, the future Solid Waste Administration Building and Fleet Maintenance Building and possibly the adjacent Police and Fire Training Center. The City is considering expansion of their existing electrical distribution infrastructure to meet the electrical needs of some or all these facilities. The Firm shall retain the services of APEX Power Services Corp., who has direct knowledge of general power purchase agreement (PPA) and usage requirements. Anticipated deliverables include a report identifying study results and estimated costs, route identification, and conceptual design drawings for City's use in further development of the project. Arcadis will engage its Electrical Distribution Team. An estimated level of effort will be developed and potential changes in scope will be presented to the City for approval.

#### Task 6.2 – Power Purchase Agreement Support

- In Progress, to be completed in 2026. Provide technical support services for PPA renewal and negotiations, such as review of historic electrical sale revenues, review of recent and current market electrical sales, projection of potential future electric revenues, City strategy development, and other negotiations support services. The Firm shall retain the services of APEX Power Services Corp., who has direct knowledge of PPA and current industry market. It is assumed the City will obtain necessary legal Council.

#### Task 6.3 – Spruce Facilities Relocation Project

- Services may include review of design packages and information provided by the Design-Builder. Coordination with other McKay Bay Complex users, including the WTE Facility, to identify and communicate design considerations for operations coordination. Provide construction monitoring services for requested construction activities. Review of submittals or other construction plans or schedules.

#### Task 6.4 – Roll-Off Collections Review

- Complete review of Roll-Off Collection Services financial and operations information and summarize findings in a letter memorandum. Initial findings provided to City during previous fiscal year for City's use incorporating into updated fiscal year rates.
- Any other assistance specifically requested by the City and not included in the above tasks.

Any amounts Firm intends to charge against the Additional Services Allowance must be approved by the City in advance and in writing based upon the hourly billing rates included in Exhibit B to the Agreement. Any services commenced by Firm without such prior written approval shall be provided at Firm's sole cost. Unused Additional Services Allowance amounts belong 100% to the City and shall remain with the City to be deemed deducted from Firm's total compensation for any given year during the Agreement term at the end of said year or earlier if the Agreement is prior terminated.

#### **Firm Submittals**

Unless otherwise expressly stated herein: (i) drawings, sketches, plans, surveys, etc. submitted to the City shall either be produced in a computer-generated format using AutoCAD or compatible software that can be saved as a (.DWG) file together with a hard copy (as requested) and a (.PDF) copy and (ii) narrative materials whether in draft, interim, final, or other form (e.g. memorandums, minutes, agendas, etc.) submitted to the City shall be produced in a computer generated format using Word or compatible software that can be saved as a (.DOC/.DOCX) file together with a (.PDF) copy.

Notwithstanding anything stated herein to the contrary, all submittals to the City regardless of type or format (e.g. .DWG, .PDF, .DOC, etc.) shall: (a) be compatible with City systems without loss of data, quality of appearance, or accuracy; (b) be enabled to ensure the City has the ability to easily retrieve, use, and modify them; and (c) meet the minimum criteria or requirements stated herein together with all other applicable City standards from time to time provided to Firm. Submittals not in compliance with the foregoing shall be resubmitted at no additional cost to the City until compliant. Electronic files submitted to the City shall be error free, not corrupted, and without viruses, malware, or other code that may cause harm to City systems.

#### **Schedule**

Services requested under this scope are expected to be completed within a five-year period, from Notice to Proceed to September 30, 2030.

**[End of Exhibit A]**



**Exhibit B**  
**Compensation and Hourly Billing Rates**  
**Contract 25-D-00034; Professional Engineering Consulting Services for the Department of Solid Waste and Environmental Program Management**  
**[Year 1 - 10/1/2025 - 9/30/2026]\***

Task Description	Officer/VP	Associate VP	Principal	Sr. Assoc./Sr. Mgr	Associate/Manager	Sr. Eng.	Tech Specialist	Project Eng./Prof.	Staff Eng./Prof.	Eng./Prof. 2	Eng./Prof. 1	Admin. Support	Draft Director	Draft Prof.	Earthshin e Env - Principal	RHCA - Principal	RHCA - Senior PE	APEX	Hours	Dollars
<b>1 Project Management</b>																				
Project Oversight/Billing/Status Reports	8	0	0	0	0	100	0	0	0	0	24	7	0	0	20	14	12.5	0	185.5	41,630
Meetings/Correspondence	0	0	0	0	0	50	0	0	0	0	21	0	0	0	0	0	0	0	71	13,795
<b>Subtotals</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>150</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>45</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>14</b>	<b>12.5</b>	<b>0</b>	<b>256.5</b>	<b>55,425</b>
<b>2 WTE Facility Operations Monitoring and Inspections</b>																				
On-site Inspections and Generator RCA Inspections	0	0	0	40	0	150	0	0	0	60	80	0	0	0	0	0	30	0	360	72,450
Operations Monitoring Reports and Facility Performance	0	0	0	0	0	64	0	0	0	12	60	0	0	0	0	10	10	0	146	27,140
Operations Meetings/Discussions	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	10	0	34	7,860
<b>Subtotals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>238</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>72</b>	<b>140</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50</b>	<b>0</b>	<b>540</b>	<b>107,450</b>
<b>3 WTE Regulatory Compliance</b>																				
Title V Renewal	0	0	0	0	60	20	0	0	0	0	80	0	0	0	60	0	0	0	220	46,200
As-Requested Compliance Support	0	0	0	0	24	116	0	0	0	12	12	0	0	0	100	0	0	0	252	60,080
MACT Rules Reviews	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Subtotals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>84</b>	<b>136</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>92</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>160</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>472</b>	<b>106,280</b>
<b>4 WTE Facility Capital Projects Oversight and Assistance</b>																				
Capital Plan Assistance	0	0	0	0	0	24	0	0	0	0	12	0	0	0	0	0	12	0	48	10,140
<b>Subtotals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>48</b>	<b>10,140</b>
<b>5 General Solid Waste Department Services</b>																				
As-Requested Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	160	0	0	0	160	44,800
<b>Subtotals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>160</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>160</b>	<b>44,800</b>
<b>6 Additional Services</b>																				
Electrical Distribution Study (TBD - Future)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PPA Support	0	0	0	0	0	28	0	0	0	0	0	0	0	0	0	0	0	40	68	19,020
Spruce Facilities Relocation Project	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60	0	0	0	60	16,800
Roll-Off Collections Review	0	0	0	0	0	24	0	0	0	36	12	0	0	0	0	0	0	0	90	17,880
Other As-Requested Services	0	0	0	0	0	30	0	0	0	18	16	0	0	33	0	0	29	0	126	22,170
<b>Subtotals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>82</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>54</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>33</b>	<b>60</b>	<b>0</b>	<b>29</b>	<b>40</b>	<b>344</b>	<b>75,870</b>
<b>TOTAL LABOR HOURS:</b>	<b>8</b>	<b>0</b>	<b>18</b>	<b>40</b>	<b>84</b>	<b>630</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>126</b>	<b>317</b>	<b>7</b>	<b>0</b>	<b>33</b>	<b>400</b>	<b>14</b>	<b>104</b>	<b>40</b>	<b>1821</b>	

Total Currently Anticipated Services **\$399,965**  
Year 1 Not to Exceed Funds to be Approved by City Council **\$400,000**

Labor Classification	Year 1 Rates	
	Year 1 Rates	Year 1 Rates
Officer/Vice President	\$ 325.00	\$ 300.00
Associate Vice President	\$ 300.00	\$ 270.00
Principal Engineer/Architect/Professional	\$ 280.00	\$ 200.00
Senior Associate/Senior Manager/Senior Specialist	\$ 265.00	\$ 180.00
Associate/Manager/Specialist	\$ 225.00	\$ 165.00
Senior Engineer/Architect/Consultant	\$ 215.00	\$ 160.00
Technical Specialist/Scientist	\$ 205.00	\$ 150.00
Project Engineer/Project Professional	\$ 190.00	\$ 140.00
Staff Engineer/Architect/Consultant	\$ 180.00	\$ 140.00
Engineer/Professional 2	\$ 165.00	\$ 325.00
Engineer/Professional 1	\$ 145.00	
Technical Support	\$ 135.00	
Administrative Support	\$ 125.00	
Drafting Director	\$ 173.20	
Drafting Professional	\$ 78.80	

\*This Exhibit B applies Year 1 per Article V of the Agreement.

## EXHIBIT C

### 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**

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

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form 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. If a general aggregate limit applies; it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent). **(ALWAYS APPLICABLE)**

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

C. Worker's Compensation (WC) & Employer's Liability Insurance for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. Employer's Liability with minimum limits of

(a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements. **(ALWAYS APPLICABLE)**

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

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

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

G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPrL)/ 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 and products are involved. Limits of not less than \$2M per occurrence and

\$2M aggregate. Coverage sufficiently broad to respond to duties and obligations undertaken by Firm, and shall include, but not be limited to, claims involving infringement of intellectual property/copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses. **(IF APPLICABLE)**.

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

L. Longshore & Harbor Workers' Compensation Act/Jones Act for work being conducted near, above, or on "navigable waters" for not less than the above Employer's Liability Insurance limit. **(IF APPLICABLE)**

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

Limits at least equal to greater of \$1M, value of max number of vehicles that may be in Firm's custody, or of most costly object in Firm's custody. **(IF APPLICABLE)**

N. Property Insurance and Interruption of Business (IOB) Insurance where premises, building, structure, or improved real property is leased, licensed, or otherwise occupied by Firm. Property Insurance against all risks of loss to any occupant/tenant improvements at full replacement cost with no coinsurance penalty, including fire, water, leak damage, and flood, as applicable,

vandalism and malicious mischief endorsements. IOB by which minimum monthly rent will be paid to City for up to 1 year if premises are destroyed, rendered inaccessible or untenable, including disruption of utilities, water, or telecommunications. **(IF APPLICABLE)**

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

\$1M aggregate. **(IF APPLICABLE)**

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

## **ADDITIONAL REQUIREMENTS**

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

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

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

Contract Administration Department, 306 E Jackson St. #280A4N, Tampa, FL 33602

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.



**Page 1 of 2 – DMI Solicited/Utilized Schedules**  
**City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)**  
**(DMI 10 Form)**

Contract No.: 25-D-00034 Contract Name: Professional Engineering Consulting Services for the Department of Solid Waste  
 Company Name: Arcadis US, Inc. Address: 4300 W Cypress Street, Suite 450, Tampa FL, 33607  
 Federal ID: 57-0373224 Phone: 813-903-3100 Fax: 813-913-9115 Email: leah.richter@arcadis.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 with this form)

**Note: Form DMI-10 must list ALL subcontractors solicited**

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

S = SLBE O = Neither	Company Name Address Phone, Fax, Email	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
S 32-0055720	Earthshine Environmental, Inc. 19046 Bruce B Downs Blvd., #237 Tampa FL, 33647-2434 P (813) 545-7067, Email: tstankunas@earthshineinc.com	925	PE	Y
S 59-3046707	RHC and Associates, Inc. P.O. Box 4505 Tampa, FL 33677 P (813) 254-0907, Email: jrobin19@tampabay.rr.com	925	PE	Y
O	APEX Power Services Corp. 4611 S. University Drive, #170 Davie, FL 33328 P (954) 915-8902, Email: mbedley@apexpower.com	925	PE	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:  Digitally signed by Leah K. Richter  
 Name/Title: Leah K. Richter, Vice President Date: 05-06-2026



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

Contract No.: 25-D-00034 Contract Name: Professional Engineering Consulting Services for the Department of Solid Waste  
 Company Name: Arcadis US, Inc. Address: 4300 W Cypress Street, Suite 450, Tampa FL, 33607  
 Federal ID: 57-0373224 Phone: 813-903-3100 Fax: 813-903-9115 Email: leah.richter@arcadis.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 with this form)

**Note: Form DMI-20 must list ALL subcontractors To-Be-Utilized.**

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: "O" for Other Non-Certified

S = SLBE O = Neither	Company Name Address	Trade, Services or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
Federal ID	Phone, Fax, Email			
S	Earthshine Environmental, Inc. 19046 Bruce B Downs Blvd., #237 Tampa FL, 33647-2434 P (813) 545-7067, Email: tstankunas@earthshineinc.com	925	\$112,000	28%
32-0055720				
S	RHC and Associates, Inc. P.O. Box 4505 Tampa, FL 33677 P (813) 254-0907, Email: jrobin19@tampabay.rr.com	925	\$32,145	8%
59-3046707				
O	APEX Power Services Corp. 4611 S. University Drive, #170 Davie, FL 33328 P (954) 915-8902, Email: mbedley@apexpower.com	925	\$13,000	3.3%

Total ALL Subcontract / Supplier Utilization \$ 400,000

Total SLBE Utilization \$ 157,145

Percent SLBE Utilization of Total Bid/Proposal Amt. 39.3 %

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

Signed: Leah K. Richter Digitally signed by Leah K. Richter Date: 2026.05.06 09:44:12 -0400 Name/Title: Leah K. Richter, Vice President Date: 05-06-2026

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