

RESOLUTION NO. 2026 - _____

A RESOLUTION APPROVING THE EXECUTION BY THE MAYOR AND ATTESTATION BY THE CITY CLERK OF A SITE ACCESS AGREEMENT BETWEEN THE CITY OF TAMPA AND TERRA-COM ENVIRONMENTAL CONSULTING, INC., A FLORIDA CORPORATION, TO ACCESS CITY OWNED PROPERTY KNOWN AS THE TAMPA CONVENTION CENTER LOCATED AT 327 SOUTH FRANKLIN STREET, TAMPA, FLORIDA, FOR THE PURPOSE OF CONDUCTING AN ENVIRONMENTAL SITE ASSESSMENT AND OTHER PERMISSABLE ACTIVITIES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, TERRA-COM Environmental Consulting, Inc., a Florida corporation (“TERRA-COM”) desires access to the City of Tampa (the “City”) owned property known as the Tampa Convention Center located at 327 South Franklin Street, Tampa, Florida (the “Premises”), for the purpose of conducting a site assessment, groundwater sampling, gauging, and analysis in connection with the Florida Department of Environmental Protection Order No. C6646F, as may be amended or extended; and

WHEREAS, the State of Florida Department of Environmental Protection (“FDEP”) and the City previously entered into a Site Access Agreement dated July 14, 2016 (the “FDEP Agreement”), approved by Resolution No. 2016-503, allowing environmental monitoring and those permissible activities as outlined in the FDEP Agreement in connection with the Petroleum Restoration Program to occur on the Premises; and

WHEREAS, although the FDEP Agreement has since expired, continuing site assessment is necessary and FDEP has engaged TERRA-COM to perform such work on its behalf; and

WHEREAS, TERRA-COM, by executing the Site Access Agreement (the “Agreement”), assumes all risks, whether known or unknown, which may arise from such activities outlined in the Agreement; and

WHEREAS, the City is willing to permit TERRA-COM access to the Premises as FDEP’s assigned term contractor, under the terms and conditions enumerated in the Agreement.

NOW, THEREFORE,

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

Section 1. That the execution by the Mayor and attestation by the City Clerk of the Agreement is hereby approved in the form of the copy attached hereto or in substantially similar form.

Section 2. All proper officers and employees of the City of Tampa are hereby authorized and empowered to do all things necessary and proper to carry out and make effective the terms and provisions of this Resolution.

Section 3. That 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 4. That this Resolution shall take effect immediately upon its adoption.

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

_____.

ATTEST:

City Clerk/Deputy City Clerk

Chair/Chair Pro-Tem
Tampa City Council

APPROVED AS TO FORM:

e/s Ron Wigginton

Assistant City Attorney

SITE ACCESS AGREEMENT

This Site Access Agreement (this "Agreement") is effective as of the latter of the signatures dated below (the "Effective Date"), by and between the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 315 E. Kennedy Boulevard, Tampa, Florida 33602 (the "City") and TERRA-COM Environmental Consulting, Inc., a Florida corporation, whose address is 25430 NW 8th Lane, Suite 144, Newberry, FL 32669 ("TERRA-COM").

WITNESSETH

WHEREAS, TERRA-COM desires access to the City owned property known as the Tampa Convention Center located at 327 South Franklin Street, Tampa, Florida, as described in Exhibit "A" (the "Premises") for the purpose of conducting a site assessment, groundwater sampling, gauging, and analysis in connection with Florida Department of Environmental Protection Order No. C6646F, as may be amended or extended; and

WHEREAS, the State of Florida, Department of Environmental Protection ("FDEP") and the City previously entered into a Site Access Agreement dated July 14, 2016 (the "FDEP Agreement"), which was approved by Resolution No. 2016-503, allowing environmental monitoring and those permissible activities as outlined in the FDEP Agreement in connection with the Petroleum Restoration Program on the Premises; and

WHEREAS, although the FDEP Agreement has since expired, continuing site assessment is necessary and FDEP has engaged TERRA-COM to perform such work on its behalf; and

WHEREAS, TERRA-COM, by executing this Agreement, assumes all risks, whether known or unknown, which may arise from such activities, pursuant to Section 3 of this Agreement; and

WHEREAS, the City is willing to permit TERRA-COM access to the Premises as FDEP's assigned term contractor, under the terms and conditions enumerated in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. PREMISES: The City will allow TERRA-COM non-exclusive access to the Premises for those purposes set forth in Section 3 below. The City makes no representation or warranties to TERRA-COM regarding the Premises including, without limitation, the zoning of the Premises, the condition of the Premises (including the environmental condition of the Premises) or the suitability of the Premises for use by TERRA-COM pursuant to the terms of this Agreement.

2. TERM: Subject to the terms and conditions hereof, the City hereby allows access to the Premises for a period of eighteen (18) months beginning on the Effective Date ("Initial Term"), subject to the delivery of a Certificate of Insurance to the City's Real Estate Department by TERRA-COM evidencing proof of insurance as required by Section 6 below. Thereafter, this Agreement may be renewed for up to two (2) additional eighteen (18) month periods (each a "Renewal Term") (the Initial Term and each Renewal Term shall be collectively referred to as "Term") subject to TERRA-COM providing the City with an updated FDEP purchase order reflecting TERRA-COM as the agency term contractor for the Premises thirty (30) days prior the expiration of the then current Term. This Agreement may be terminated by either

party hereto, without cause, by the terminating party giving the other party written notice of the termination by hand delivery or by certified mail, return receipt requested, at least thirty (30) days before the intended termination date at the address listed in Section 19 below or any duly noticed change of address.

3. PURPOSE AND USE: TERRA-COM covenants and agrees to use the Premises to conduct a site assessment, groundwater sampling, gauging and analysis at the locations identified on Exhibit "B", and shall be limited to activities which may be performed by TERRA-COM pursuant to the Petroleum Restoration Program Scope of Work identified on Exhibit "C", and Chapters 62-160, 62-532, 62-777 and 62-780, Florida Administrative Code, without cost to the City to locate contamination, determine contamination levels, and when necessary, remove and remediate contamination which may be performed by TERRA-COM. TERRA-COM will comply with all laws, governmental regulations, and ordinances of the City of Tampa, including without limitation the City's Ethics Code, with regard to the use of the Premises and it will not suffer or permit said Premises or any part thereof to be used for any illegal or immoral purposes and that it will comply with all laws of the State of Florida, County of Hillsborough and the United States of America in connection with its use and occupancy of said Premises. TERRA-COM agrees:

a. TERRA-COM shall not relocate, re-drill, rebuild, replace, or expand installations either in size, capacity, or locations of monitoring wells without prior written consent of the City by and through its Director of Real Estate.

b. To maintain the monitoring wells in good working order as long as this Agreement is in effect at its sole cost and expense. Entry into the Premises shall in no way interfere with, diminish or impair the operations of the existing property.

c. Access, maintenance, and construction shall be coordinated at minimum of four (4) weeks in advance with:

- i. The City's Convention Center & Tourism; and
- ii. The City's Real Estate Department.

d. That for the duration of construction, TERRA-COM will follow the Right-of-Way permit process.

e. That for the Term of this Agreement, TERRA-COM shall not store any materials or equipment on the Premises.

4. LIMIT OF LIABILITY: TERRA-COM assumes all risks, whether known or unknown, which may arise from its activities on the Premises. TERRA-COM, its affiliates, successors and assigns hereby waive, renounce, relinquish, absolve, and discharge the City from any and all liability for personal injury, death and/or property damage which may result from allowing TERRA-COM to utilize the Premises.

5. TAXES: TERRA-COM agrees to pay all licenses, taxes, or other charges levied by governmental authorities on the business, license rights, or in connection with TERRA-COM's use of the Premises.

6. INSURANCE AND INDEMNIFICATION: Prior to the Effective Date and continuing through the entire Term, TERRA-COM shall provide and maintain the insurance coverages as set forth in Exhibit "D". TERRA-COM shall provide proof of such insurance coverage to the City prior to its occupancy of or entry upon the Premises and continue to provide such proof prior to each anniversary of the Effective Date. The policies shall provide that the City is named as additional insured. In addition, TERRA-COM shall indemnify and hold harmless the City as provided for in Exhibit "E".

7. CITY'S ENTRY ON PREMISES: TERRA-COM agrees that the City shall at all times during the Term of this Agreement have full power and authority to enter onto the Premises to ensure that the covenants and conditions of this Agreement are done and performed.

8. CLEANUP: TERRA-COM shall be responsible for providing all cleanup of the Premises on a daily basis. This cleanup shall consist of keeping the Premises in a clean and sanitary condition, free and clear from rubbish, garbage, and other waste. TERRA-COM, in making use of the Premises, shall bear financial responsibility for damage to the Premises occurring during its use thereof including, but not limited to, repair or replacement of public or private utilities, irrigation systems, landscaping, trees, any building damage. Prior to termination of this Agreement, TERRA-COM shall be responsible for cleaning and restoring the Premises to its condition existing prior to the Term, including, but not limited to, repair or replacement of public or private utilities and replacement of landscaping and grass.

9. TERMINATION AND DEFAULT: This Agreement may be terminated by either party hereto, without cause, by the terminating party giving the other party written notice of the termination by hand delivery or by certified mail, return receipt requested, at least thirty (30) days before the intended termination date at the address listed in Section 19 below or any duly noticed change of address. Notwithstanding anything in this Agreement to the contrary, if TERRA-COM is in default under the terms of this Agreement and TERRA-COM does not commence to cure the default within ten (10) days of the City's written notice of default, the City may terminate the Agreement with prior written notice and said termination shall be effective immediately upon the City demanding possession of the Premises.

10. NO AGENCY AND NO PROPERTY INTEREST: It is understood and agreed that nothing herein contained is intended or should be construed as in anyway creating or establishing the relationship of co-parties between the parties hereto, or as constituting TERRA-COM as the agent, representative or employee of the City for any purpose or in any matter whatsoever. In addition, it is understood and agreed that no property interest or easement is conveyed by virtue of this Agreement. This Agreement constitutes a revocable license, only.

11. HAZARDOUS WASTE AND MATERIALS: At no time during the term of this Agreement shall TERRA-COM treat, dispose of, place or store on the Premises, or permit any other party to treat, dispose of, place or store on the Premises, any material which requires a governmental permit for the storage, treatment, disposal, handling or maintenance thereof. As used herein, "storage" includes the keeping of material in the open on the Premises, or in a truck or other vehicle on the Premises. TERRA-COM shall not use or place or permit the use of or placement of explosives or explosive materials (whether solid, liquid or gaseous) on the Premises. All investigation derived waste ("IDW") resulting from permitted activities on the Premises, shall be stored in Florida Department of Environmental Protection approved containers, be stored on pallets or visqueen, and shall only be stored in an area predetermined by the City's Convention Center and Tourism.

12. CHOICE OF LAW: This Agreement shall be interpreted and construed under the laws of the State of Florida. Venue shall be in Hillsborough, Florida.

13. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

14. NON-DISCRIMINATION: That neither party shall discriminate against any person or class of persons by reason of sex, color, race, religion, natural origin, handicap, sexual orientation, familial status, or marital status, with regard to the use of the Premises for the purposes intended.

15. SEVERABILITY: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. ASSIGNABILITY: This Agreement may not be assigned or transferred, in whole or in part, without prior written approval of the City.

17. IMPROVEMENTS TO THE PREMISES: TERRA-COM shall not make any alterations, changes or improvements to the Premises.

18. ATTORNEY'S FEES: In connection with any legal proceedings, including appellate proceedings, arising out of the enforcement of any term of this Agreement, or for any action for possession of the Premises or damages, or for the collection of any rent or any other payment required that may be collected by suit, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees incurred for litigation, mediation or appeal by such prevailing party whether litigated or settled.

19. NOTICES: Any notice shall be in writing and shall be delivered by hand with acknowledgement of receipt or sent by United States Registered or Certified Mail; postage prepaid, addressed as follows:

To City:
City of Tampa
Real Estate Director
306 Jackson Street, 3N
Tampa, Florida 33602

To TERRA-COM:
TERRA-COM Environmental Consulting, Inc.
25430 NW 8th Lane
Suite 144
Newberry, FL 32669

With a Courtesy Copy to:
Convention Center & Tourism
Attn: Abed Pompa
333 South Franklin Street
Tampa, Florida 33602

City of Tampa
Department of Solid Waste and Environmental Program Management
Attn: Joshua Ellis
4010 West Spruce Street
Tampa, Florida 33607

20. ANTI-TRAFFICKING AFFIDAVIT: Pursuant to Section 787.06(13), Fla. Stat. (2024), TERRA-COM shall execute the attached affidavit identified as Exhibit "F" contemporaneously with or prior to the Effective Date of this Agreement, the failure of which shall render this Agreement null and void.

21. EXHIBITS: The Exhibit(s) referenced herein and attached hereto are incorporated in and made part of this Agreement.

22. ENTIRE AGREEMENT: This instrument constitutes the entire Agreement between the City and TERRA-COM, and it shall not be amended, altered, or changed except by a written agreement executed by the parties hereto.

23. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

**CITY OF TAMPA, a municipal corporation
organized and existing under the laws
of the State of Florida**

By: _____
Jane Castor, Mayor

Date: _____

APPROVED AS TO FORM:

Ron Wigginton
Assistant City Attorney

ATTEST:

City Clerk/Deputy City Clerk

**TERRA-COM ENVIRONMENTAL CONSULTING,
INC., a Florida Corporation**

By: _____
Stuart D. Castle, President

Date: _____

EXHIBIT "A"

HENDRY AND KNIGHTS MAP OF THE GARRISON LOTS 8 TO 15 INCL BLOCK 104 ALL OF BLOCK 106 AND WATER LOTS 28 THRU 32 S OF PLATT ST AND WATER LOTS 33 TO 48 LESS THAT PORTION OF LOT 48 DESC AS COM AT NE COR OF WATER LOT 48 S 68 DEG W .98 FT ALG ASHLEY (WATER) ST BDRY OF WATER LOT 48 FOR POB RUN RUN S 72 DEG 36 MIN E 240.83 FT TO PIERHEAD AND BULKHEAD LINE THN S 72 DEG W 90.18 FT THN N 20 DEG 58 MIN W 302.59 FT S 68 DEG 30 MIN E 99.90 FT N 68 DEG E 16.31 FT TO POB...ALL OF BLOCK 105 AND CLOSED TAMPA ST LYING BETWEEN BLOCKS 104 AND 105 IN HALL'S SUBDIVISION AND VACATED MERCHANTS PLACE LYING WITHIN...LOTS 9 THRU 19 BLOCK 106 & VACATED ALLEYWAYS LYING WITHIN IN R S HALL'S SUBDIVISION AND CLOSED WATER ST LYING W OF FRANKLIN ST AND S OF PLATT ST

FDEP Coordinates(Degrees Minutes Seconds) for Facility 29/ 8838723:

Latitude 27° 56' 33.0890 "
Longitude 82° 27' 21.0600 "

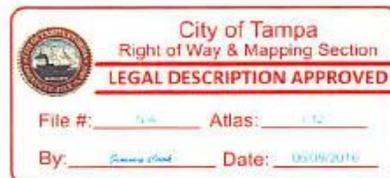


EXHIBIT "B"

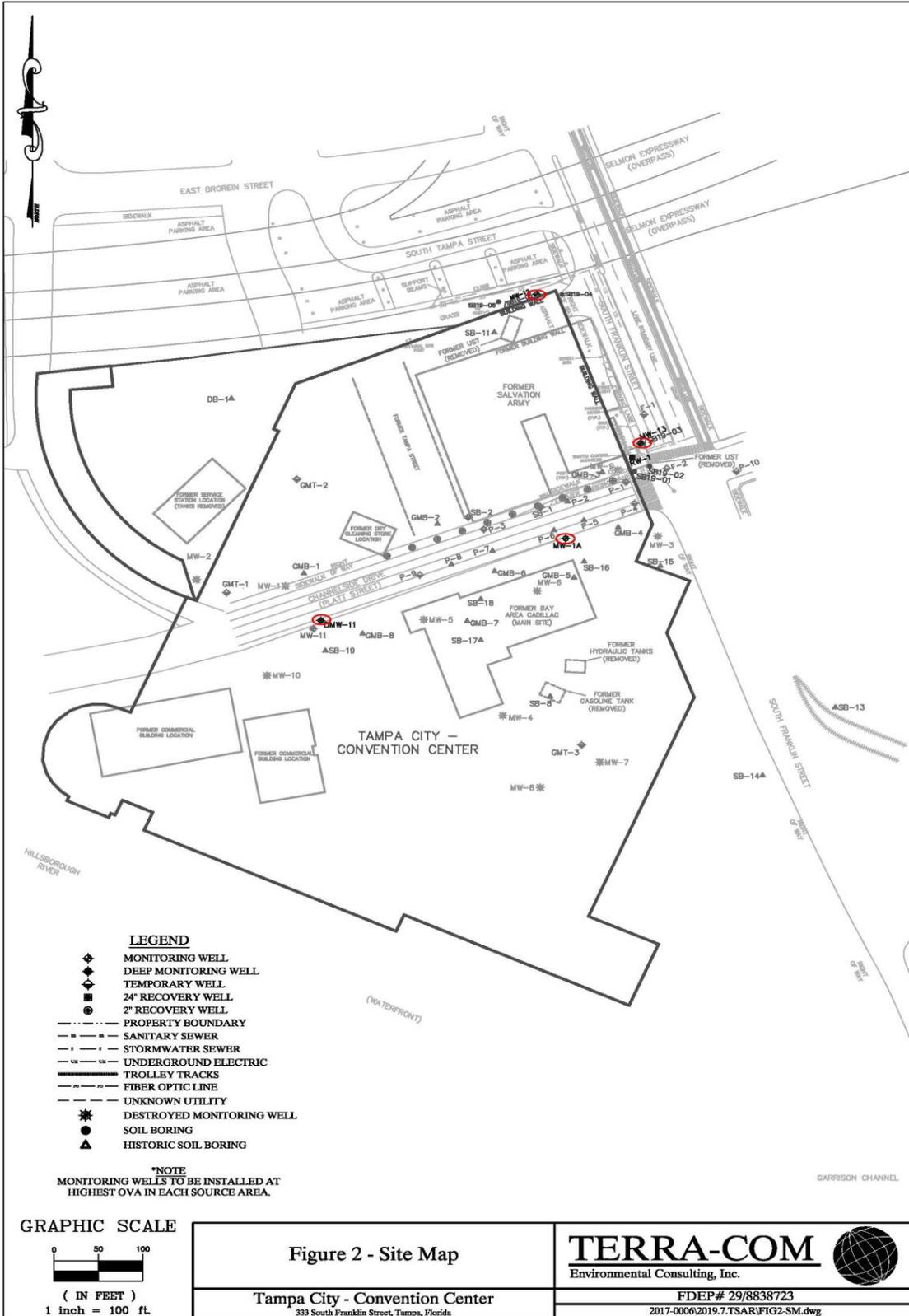


EXHIBIT "C"

Attachment A Petroleum Restoration Program Scope of Work

9-Digit Facility ID Number: 298838723
STCM Facility Name: TAMPA CITY-CONVENTION CTR

SubPhase(s): SA

Specifications

All work must be performed in accordance with this Scope of Work (SOW) and any attachments, Chapters 62-160, 62-532, 62-777 and 62-780, F.A.C., all applicable FDEP and Water Management District guidance memoranda, standard industry procedures and as described in the Agency Term Contract (ATC).

Copies of all referenced guidelines are available at:

<http://floridadep.gov/waste/petroleum-restoration>

Reports must be submitted using the appropriate FDEP forms found at:

<http://floridadep.gov/waste/petroleum-restoration/content/procedures-guidance-documents>

All work must be conducted in accordance with PRP Standard Specification Details found at:

<http://floridadep.gov/waste/petroleum-restoration/content/templates-forms-tools-and-guidance>

The following tables are included as attachments to this SOW and further represent the details of the scope of work.

Water Sampling Table

<p>Task 1 Description:</p>	<p>Prepare an updated site specific Health and Safety Plan (HASP). Please note that per the DEP site access agreement, a separate site access agreement between the owner and the ATC has been requested by the property owner or tenant. Submit an email or letter (copying the owner or tenant) indicating either that this separate site access agreement has been executed or that the owner no longer wants such an agreement with the contractor (in other words, the owner is content with the current FDEP site access agreement). The DEP does not need a copy of this agreement.</p>
<p>Task 1 Deliverable:</p>	<p>Updated HASP. Email/letter confirming the ATC/Owner site access agreement is executed or that the Owner has retracted its request for a separate agreement with the ATC.</p>
<p>Task 1 Deliverable Due Date:</p>	<p>Monday, December 8, 2025</p>
<p>Task 2 Description:</p>	<p>Conduct groundwater sampling, gauging, and analysis per the attached Water Sampling Table. Prepare an Interim Assessment Report that includes field notes, lab reports, SB logs, well installation and sampling logs, updated tables and figures (including plume maps if applicable), and recommendations. Please Note: The ATC will discuss Task 2 results with EPCHC Site Manager prior to submittal of the Task 2 IAR. If additional assessment is warranted, then a Request for Change (RFC) shall be submitted to add additional assessment costs to Task 3. If additional assessment is not warranted, then a RFC shall be submitted to change the Task 2 deliverable to a signed and sealed SSAR and withdraw Task 3.</p>
<p>Task 2 Deliverable:</p>	<p>Interim Assessment Report that includes field notes, lab reports, SB logs, well installation and sampling logs, updated tables and figures (including plume maps if applicable), and recommendations.</p>
<p>Task 2 Deliverable Due Date:</p>	<p>Tuesday, March 10, 2026</p>

**Attachment A
Petroleum Restoration Program
Scope of Work**

9-Digit Facility ID Number: 298838723

STCM Facility Name: TAMPA CITY-CONVENTION CTR

Task 3 Description: Additional work may be added to this task, if deemed necessary (via Request For Change). After discussion and approval from the FDEP site manager, prepare and submit a Supplemental Site Assessment Report. Contingent Funding in this task is only to be used to offset the cost for pay items associated with a Field Request for Change for any open task.
Task 3 Deliverable: Supplemental Site Assessment Report.
Task 3 Deliverable Due Date: Tuesday, May 5, 2026
PO End Date: Monday, July 6, 2026

Schedule of Pay Items (SPI)

All unit rates and extended prices for all line item costs associated with this project are provided in the SPI [Attachment B to this Purchase Order (PO)] and shall not exceed the rates established in the ATC.

Requests for Change (RFC)

All requests for changes to the SOW must be submitted in writing and be approved in writing by the FDEP/LP using the RFC form in accordance with the ATC and can be found at:

<http://floridadep.gov/waste/petroleum-restoration/content/templates-forms-tools-and-guidance>

Any change which results in an extension of the due dates, PO end date, or a change in quantities or costs, requires that a PO Change Order be formally issued prior to performance of the revised SOW.

Performance Measures

The FDEP/LP Site Manager will review the submitted documentation to confirm that all work was performed in accordance with the Specifications referenced above. The FDEP/LP Site Manager will notify the Contractor of acceptance or any deficiencies in the work and/or deliverables. The Contractor will be given an opportunity to remedy deficiencies at no additional cost to the FDEP.

The FDEP/LP Site Manager will review the work and/or deliverables within the timeframes established in FDEP guidance documents. The Contractor will respond to any comments to complete the work and/or deliverables within the timeframe established in the comment letter or email correspondence.

Invoicing, Payments and Financial Consequences

The Contractor may submit an invoice for a Task upon written notification of acceptance of the work/deliverables by the FDEP/LP Site Manager. Upon receipt of FDEP/LP written approval of the required documentation for completed portions of each task, the Contractor must submit an invoice within thirty (30) days. Invoices for completed work may be submitted at any time for fully completed and approved tasks, but no more frequently than every thirty (30) days, for approved partial tasks. Each invoice request must contain all documentation of performance as specified in the ATC, this Purchase Order (PO), and its attachments.

Failure to provide all deliverables which are satisfactory or failure to meet the specified deliverable timetables, shall result in non-payment, loss of retainage, or other financial consequences, and/or termination of the PO, as specified in the ATC. If the deliverable due day occurs on a weekend, state holiday, or federal holiday the deliverable will be due the following business day.

Retainage shall be withheld in the amount of 5%, unless otherwise noted in the SPI, from each payment by the FDEP/LP until completion and approval of all Tasks. The Contractor shall submit a Release of Claims and request for retainage payment with the final invoice. Payment of retainage will be reduced by the amount of any assessed financial consequences.

Notice of Field Activities

The Contractor must provide written notification (emails are acceptable) of field activities at least seven (7) calendar days prior to the commencement of work to all applicable parties including the PRP site manager, PRP Inspector (PRP_Inspector@dep.state.fl.us), site operator, site owner, RP and affected off-site property owners.

**Attachment A
Petroleum Restoration Program
Scope of Work**

9-Digit Facility ID Number: 298838723

STCM Facility Name: TAMPA CITY-CONVENTION CTR

Deliverables

All deliverables under this Purchase Order must be electronic. Paper copies should not be submitted unless the deliverable requires a Professional Engineer (PE) or Professional Geologist (PG) signature and seal, and the electronic signature and seal does not meet the requirements in Chapters 61G15 or 61G16, Florida Administrative Code, as applicable.

EXHIBIT "D"
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/Successful Proposer/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 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. 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 terminate the Agreement. 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 FOLLOWING COVERAGES ARE REQUIRED: ("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 valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value.** If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent).

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).

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.**

D. **Excess (Umbrella) Liability Insurance** for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC.

ADDITIONAL COVERAGES TO BE ADDED TO REQUIRED INSURANCE COVERAGES FOR PURCHASING AWARDS/CONTRACTS AND REAL ESTATE TRANSACTIONS ON A CASE-BY-CASE BASIS. A CHECKED BOX INDICATES A REQUIRED ADDITIONAL COVERAGE.

E. **Builder's Risk Insurance** for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's completed value, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee.

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.

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.

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

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.

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.

K. Drone/UAV Liability Insurance where Agreements involve 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.

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.

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 airplane/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.

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.

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

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

Q. Fidelity/Dishonesty/Liability Coverage is to be purchased or extended to cover Common Fidelity/Crime insurance claims allege employee dishonesty, embezzlement, forgery, robbery, safe burglary, computer fraud, wire transfer fraud, counterfeiting and other criminal acts of the Other Party's employees resulting in loss to the City. The liability limits shall not be less than \$1,000,000.

Firm affirmatively states that the insurance requirements as set forth above are of adequate types and amounts of insurance coverage for any type of claim/loss for the proposed work or services.

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

ADDITIONAL INSURED: City, its elected officials, departments, officers, officials, and employees 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:

- Real Estate Department, 306 E Jackson Street, 3N, Tampa, FL 33602
- Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096

CERTIFICATE OF INSURANCE (COI) AND ENDORSEMENTS: 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, and employees. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, and employees shall be in excess of the Firm's insurance and shall not contribute with it.

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.

Revised 5/21/2024

EXHIBIT "E"

INDEMNIFICATION

TERRA-COM releases and agrees to defend, indemnify and hold harmless the City, its officers, elected and appointed officials, employees, and/or agents (collectively, "City Indemnified Parties") from and against any and all losses, liabilities, damages, penalties, settlements, judgments, charges, or costs (including without limitation attorneys' fees, professional fees, or other expenses) of every kind and character arising out of any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character cause by or resulting from, directly or indirectly, in whole or in part, by any act, negligence, recklessness, wrongful misconduct, omission or other conduct of TERRA-COM or any tier of subcontractor/subconsultant/supplier, agent, employee, or anyone for whom TERRA-COM may be liable, in connection with, arising directly or indirectly out of the execution or performance of the obligations assumed under or incidental to this Agreement hereof (singularly or collectively "Claims"), even if it is alleged that the City Indemnified Parties were negligent, unless such injuries or damages are ultimately proven to be solely the result of grossly negligent or willful acts or omissions on the part of the City Indemnified Parties. Without limiting the generality of the foregoing, any and all such Claims, including but not limited to personal injury, disease, sickness, death, damage to property, natural resources, or the environment (including destruction or loss of use, costs of hazardous or toxic substance cleanup and disposal), defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of common law, any applicable law, statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder and, to the extent required, the defined term "Claims". TERRA-COM further agrees to investigate, handle, respond to, provide defense (including without limitation attorney fees, paralegal fees, and expert fees to and through appellate, supplemental, or bankruptcy proceedings) for and defend any such Claim at its sole cost and expense through counsel approved in writing by the City and agrees to bear all other costs and expenses related thereto, even if the Claims are groundless, false, or fraudulent. TERRA-COM shall advance or promptly reimburse to a City Indemnified Party any and all costs and expenses incurred by such City Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the City Indemnified Party is entitled to indemnification hereunder. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of TERRA-COM's insurance coverage.

The Parties agree that to the extent the written terms of this indemnification are deemed by a court of competent jurisdiction to be in conflict with any provisions of Florida law, in particular Sections 725.06 and 725.08, Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in fully and complete compliance with all such laws and to contain such limiting conditions or limitations of liability, or to not contain any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the maximum extent permitted by Florida law.

The obligation of TERRA-COM under this Section/Article is absolute and unconditional; it is not conditioned in any way on any attempt by a City Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contactor might have against the City Indemnified Party. The duty to defend hereunder is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability

of TERRA-COM, the City, and any City Indemnified Party. The duty to defend arises immediately upon presentation of a Claim by any party and written notice of such Claim being provided to TERRA-COM. TERRA-COM's defense and indemnity obligations hereunder will survive the expiration or earlier termination of this Agreement/Contract.

TERRA-COM agrees and recognizes that the City Indemnified Parties shall not be held liable or responsible for any Claims which may result from any actions or omissions of TERRA-COM in which the City Indemnified Parties participated either through providing data or advice and/or review or concurrence of TERRA-COM's actions. In reviewing, approving or rejecting any submissions by TERRA-COM or other acts of TERRA-COM, the City in no way assumes or shares any responsibility or liability of TERRA-COM or any tier of subcontractor/subconsultant/supplier, under this Agreement.

In the event the law is construed to require a specific consideration for such indemnification, the Parties agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnification and the providing of such indemnification is deemed to be part of the specifications with respect to the services provided by TERRA-COM.

EXHIBIT "F"

Section 787.06(13), Fla. Stat. (2024) Compliance Affidavit

STATE OF Florida
COUNTY OF Hillsborough

BEFORE ME, the undersigned authority, this day personally appeared Stuart D. Castle ("Affiant") who, being first duly sworn and under oath, deposes and says as follows:

1. This Affidavit is subscribed for the purpose of compliance with Section 787.06(13), Fla. Stat. (2024) as it relates to anti-human trafficking and contracting with a governmental entity.

2. Affiant, as President of TERRA-COM Environmental Consulting, Inc., a Florida corporation, hereby attests and affirms that same does not use coercion for labor or services as defined in Section 787.06(2)(e)&(h), Fla. Stat. (2024).

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated herein are true and correct.

TERRA-COM Environmental Consulting,
Inc., a Florida corporation

By: _____

Stuart D. Castle, President

SWORN TO and subscribed before me by means of physical presence or online notarization this ___ day of _____, 20__, by Stuart D. Castle, President of TERRA-COM Environmental Consulting, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

[AFFIX NOTARY SEAL/STAMP]

Signature of Notary

Print or Type Name
Notary Public: State of Florida
My Commission Expires: _____