

CITY OF MARCO ISLAND AGREEMENT FOR EVOQUA FILTER PRESS UPGRADE

(Non-Competitive Award based on Section 2-255(c)(5) Marco Island Purchasing Ordinance)

This Agreement is made this ___ day of November, 2025 ("Effective Date") between the City of Marco Island, a municipal corporation organized and existing under the laws of the State of Florida and whose address 50 Bald Eagle Drive, Marco Island, Florida 34145 (the "City"), and Evoqua Water Technologies LLC whose address is N19 W23993 Ridgeview Parkway Suite 200, Waukesha, WI 53188

WITNESSETH

WHEREAS, the City wishes to enter into an agreement with the Contractor for the provision of Evoqua Filter Press Upgrade; and

WHEREAS, the parties wish to incorporate the Contractor's Proposal Number 2501090R4, dated November 4, 2025 ("Evoqua Proposal") and the Evoqua Water Technologies LLC Term and Conditions ("Term and Conditions of Sale - Xylem Americas") collectively attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, the City Code allows the City to select and contract through the use of noncompetitive purchasing in cases when "the maintenance and servicing of equipment by the manufacturer or authorized service agent of the equipment."

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Contract Terms. The Contractor agrees to provide the City the Services as set forth in the Evoqua Proposal Number 2501090R4 and the Evoqua Water Technologies LLC Term and Conditions of Sale - Xylem Americas, which terms are incorporated into this Agreement for all purposes and represent the entire agreement between the parties except for those modifications made herein.

The following additional provisions are included:

- A. **Payment and Performance Bonds.** Contractor shall provide Performance and Payment Bonds, in the form prescribed in **Exhibit "B" (pg. 9) and Exhibit "C" (pg. 12)**, in the amount of 100% of the Contract Amount, the costs of which to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy

holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to Owner's approval.

- B. Indemnification for Sales Tax as a Result of Purchases.** Subject to the provisions and monetary limitations of Section 768.28 (5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, Owner does hereby defend, hold harmless and indemnify Contractor from any and all liability for unpaid sales taxes which Contractor may suffer as a result of claims, demands, costs, interest, penalties or judgments against Contractor made by or in favor of the State of Florida on account of failure to pay Florida State Sales Taxes on materials purchased by Owner under this direct purchase procedure. Subject to the provisions and monetary limitations of Section 768.28 (5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, Owner agrees to defend against any such claims or actions brought against Contractor whether rightfully or wrongfully brought or filed. Contractor agrees that it will promptly notify Owner of any such claim, demand, or action. Furthermore, Contractor expressly agrees that, if and when requested by Owner, it will enter into such amendments to this Agreement as Owner, upon consultation with its legal counsel, may deem necessary or useful to preserve or ensure its right under Florida law to the sales tax exemption contemplated by this subsection.
- C. Indemnification; No Waiver of Sovereign Immunity.** In consideration of ten dollars (\$10.00) and other valuable consideration, Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence, excluding the gross negligence, or actions based upon the willful, wanton or intentional misconduct of the Contractor, as well as other exclusions provided by F.S. 725.06(1)(c), recklessness or intentional wrongful misconduct of Contractor, and any persons employed or utilized by Contractor in the performance of the services pursuant to this Agreement. Contractor agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or Customer laws, by-laws, ordinances or regulations by Contractor, its subcontractors, agents, servants or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights

or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

- D. **Governing Law, Jurisdiction and Venue.** The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue for any action to enforce this Agreement shall be in Collier County, Florida.
- E. **E-Verify.** Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non-compliant Contractors will be subject to contract sanctions, up to and including contract termination.
- F. **Order of Precedence.** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of this Agreement, Evoqua's Proposal, and Evoqua's Terms and Conditions Sales Policy, the terms of this Agreement shall take precedence.
- G. **Invoices.** Invoices for satisfactory services rendered and accepted by the City shall be sent to:

Via email: accountspayable@cityofmarcoisland.com
Attn: Finance Department
City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145

WITH COPIES TO: Laura Ryan, Project Manager
LRyan@cityofmarcoisland.com

- H. **Notices.** Notices under this Contract to be given by certified mail as follows:

TO CITY:

Stephen DiSantis
Purchasing and Risk Manager
City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145

WITH COPIES TO: Alan Gabriel, City Attorney
200 East Broward Blvd., Suite 1900
Fort Lauderdale, FL 33301
AGabriel@wsh-law.com

TO CONTRACTOR: *Evoqua Water Technologies LLC*
N19 W23993 Ridgeview Parkway, Suite 200
Waukesha, WI 53188

- I. **Insurance.** Prior to Contractor's commencement of services pursuant to the Marco Island Contract, Contractor shall deliver to the City, in a form acceptable to the City in its sole discretion, the following documents within 15 days of execution of the Marco Island Contract:
- All required certificates of insurance as described in **Exhibit "D"** Contract listing the City of Marco Island as an "Additional Insured"
- J. **Public Records.** Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Marco Island contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in its possession or control in connection with its performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Owner. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of the Owner and shall be delivered by Contractor to the Owner's City Manager, at no cost to the Owner, within seven (7) days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the Owner in a format that is compatible with the Owner's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this Section may result in the immediate termination of this Agreement by the Owner.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records: JOAN TAYLOR, CITY CLERK
Mailing address: 50 Bald Eagle Drive, Marco Island, FL 34145
Telephone number: 239-389-5010
Email: JTAYLOR@cityofmarcoisland.com

K. **Mutual Waiver and Limitation of Liability.** City and Contractor (inclusive of their respective officers, directors, members, partners, subcontractors, and employees) will not be liable to each other for loss of profit or revenue, loss of use or business opportunity, loss of contract, cost of obtaining alternative performance, or for any indirect, consequential, special, incidental, treble, and punitive damages. *The aggregate liability of each party to the other whether under contract law, in tort (including negligence), or under any other legal theory, is limited to this Agreement price (“Cap”). This Cap does not apply to City’s claims against Contractor for: (a) respective costs, losses, or damages awarded to third parties for destruction of tangible property, (b) bodily injury, sickness, or death; (c) Contractor’s indemnification obligations under Section C, and (c) gross negligence or willful misconduct.

L. **Owner’s Contingency Authorization.** All work classified as contingency shall be requested and authorized solely by the Owner. The Contractor shall submit to the Owner a detailed cost proposal for any such contingency work. No contingency work shall commence, nor shall the Contractor procure materials or incur any related costs, until the Owner has issued written approval of the proposed work and associated costs. An Owner Contingency Work Authorization Form, as described in Exhibit “E”, shall be executed by the City and the Contractor’s legal representative prior to such authorization becoming effective.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY:

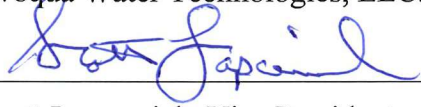
CITY OF MARCO ISLAND

City Manager

Date: _____

CONTRACTOR:


Evoqua Water Technologies, LLC.



Scott Lapcewich, Vice President

Date: 11/13/2025

Attest: _____
Joan Taylor, City Clerk

Attest: 

Wendy Lester, Administrative Assistant

APPROVED AS TO FORM:

Alan L. Gabriel, City Attorney

AFFIDAVIT ATTESTING TO

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

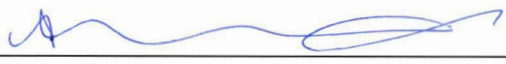
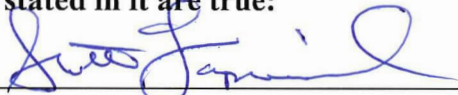
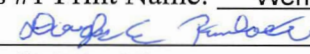
Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the City is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the City, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of Evoqua Water Technologies LLC a nongovernmental entity.
3. Evoqua Water Technologies LLC does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

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



 Witness #1 Print Name: Wendy Lester Print Name: Scott Lapcewich
 Title: Vice President
 Witness #2 Print Name: Douglas Pimlott Entity Name: Evoqua Water Technologies LLC

OATH OR AFFIRMATION

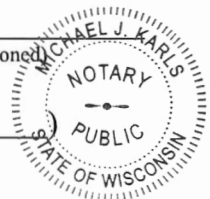
State of Wisconsin
County of Waukesha

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 13th day of November, 2025, by Scott Lapcewich
 _____ (name of person) as Vice President (type of authority) for
Evoqua Water Technologies LLC (name of party on behalf of whom instrument is executed).



Notary Public (Print, Stamp, or Type as Commissioned)

- ☒ Personally known to me; or
 _____ Produced identification (Type of Identification: _____)
 _____ Did take an oath; or
☒ Did not take an oath



AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the City may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the City which would grant the entity access to an individual's personal identifying information.

1. Evoqua Water Technologies LLC ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

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

Wendy Lester Scott Lapcewich
Douglas E Pimlott Title: Vice President
 Witness #2 Print Name: Douglas Pimlott Entity Name: Evoqua Water Technologies LLC

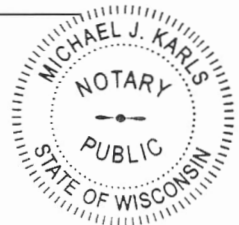
OATH OR AFFIRMATION

State of Wisconsin
County of Waukesha

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 13th day of November, 2025, by Scott Lapcewich (name of person) as Vice President (type of authority) for Evoqua Water Technologies LLC (name of party on behalf of whom instrument is executed).

Michael J. Karls
Notary Public (Print, Stamp, or Type as Commissioned)

☒ Personally known to me; or
☐ Produced identification (Type of Identification: _____)
☐ Did take an oath; or
☒ Did not take an oath



PUBLIC PAYMENT BOND
EXHIBIT B
Marco Island - Evoqua Filter Press Upgrade
Contract # 2026-003

Bond No. _____
Contract No. **2026-003**

KNOW ALL MEN BY THESE PRESENTS: _____, as Principal, and _____, as Surety, located at _____ (Business Address) are held and firmly bound to **City of Marco Island**, as Obligee in the sum of **Four Hundred Fifty-Two Thousand Seventy-Eight dollars and zero cents (\$452,078.00)** for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the ____ Day of _____, 20__ with Obligee for **Marco Island - Evoqua Filter Press Upgrade - Contract 2026-003** in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

Promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, then this bond is void; otherwise, it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Sureties obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name of each party being affixed, and these presents duly signed by its under-signed representative, pursuant to authority of its governing body.

Signed, sealed and delivered in
the presence of:

PRINCIPAL

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

BY: _____
NAME: _____
ITS: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization
this _____ day of _____, 20____, by
_____ (name of officer or agent,
title of officer or agent) of _____ (name of corporation
acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ (type of identification)
as identification.

My Commission Expires:

(Signature of Notary)

NAME: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Commission No.: _____

ATTEST:

SURETY:

(Printed Name)

(Business Address)

(Authorized Signature)

Witnesses to Surety

(Printed Name)

OR

As Attorney in Fact
(Attach Power of Attorney)

Witnesses

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization
this _____ day of _____, 20____, by
_____ (name of officer or agent,
title of officer or agent) of _____ (name of corporation
acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ (type of identification)
as identification.

My Commission Expires:

(Signature)

Name: (Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of: _____

Commission No.: _____

PUBLIC PERFORMANCE BOND EXHIBIT C

Marco Island - Evoqua Filter Press Upgrade Contract #2026-003

Bond No. _____

Contract No: **2026-003**

KNOW ALL MEN BY THESE PRESENTS: _____, as Principal, and _____, as Surety, located at _____ (Business Address) are held and firmly bound to **City of Marco Island**, as Obligee in the sum of **Four Hundred Fifty-Two Thousand Seventy-Eight dollars and zero cents (\$452,078.00)** for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the ____ day of _____, 20__ with Obligee for **Marco Island Evoqua Filter Press Upgrade - Contract 2026-003** in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Sureties obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name of each party being affixed, and these presents duly signed by its under-signed representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL

BY: _____

Witnesses as to Principal

NAME: _____
ITS: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization
this _____ day of _____, 20____, by
_____ (name of officer or agent,
title of officer or agent) of _____ (name of corporation
acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ (type of identification)
as identification.

My Commission Expires:

(Signature of Notary)

NAME: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Commission No.: _____

ATTEST:

SURETY:

(Printed Name)

(Business Address)

(Authorized Signature)

Witnesses as to Surety

(Printed Name)

OR

_____	_____
	As Attorney in Fact (Attach Power of Attorney)
_____	_____ Witnesses
	(Printed Name)

	(Business Address)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires: _____
(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of: _____

INSURANCE REQUIREMENTS
EXHIBIT D
Marco Island Evoqua Filter Press Upgrade
Contract #2026-003

- (1) The amounts and types of insurance coverage shall conform to the following requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents.
- (2) The insurance required by this Agreement shall be written for the limits specified herein or required by law, whichever is greater.
- (3) Coverage shall be maintained without interruption from the date of commencement of the work until the date of completion and acceptance of the Project by Owner or as specified in this Agreement, whichever is longer. Required insurance coverages shall apply to all Work specified in the Contract Documents.
- (4) Certificates of insurance acceptable to Owner shall be filed with Owner within ten (10) calendar days after Notice of Award is received by Contractor/Consultant/Professional.
- (5) Contractor and/or its insurance carrier shall provide 30 days written notice to Owner of policy cancellation or non-renewal on the part of the insurance carrier or Contractor.
- (6) All insurance coverage of Contractor/Consultant/Professional shall be primary to any insurance or self-insurance program carried by Owner applicable to this Project.
- (7) The acceptance by Owner of any Certificate of Insurance does not constitute approval or agreement by Owner that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Agreement.
- (8) Contractor/Consultant/Professional shall require each of its subcontractors to procure and maintain, until the completion of the subcontractors work, insurance of the types and to the limits specified in this Section unless such insurance requirements for the subcontractor are expressly waived in writing by Owner.
- (9) Should at any time Contractor/Consultant/Professional not maintain the insurance coverage required herein, Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage's and charge Contractor for such coverage's purchased. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage's purchased or the insurance company or companies used. The decision of Owner to purchase such insurance coverage shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- (10) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, Contractor/Consultant/Professional shall furnish to the Owner, renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after to the date of their expiration. Failure of Contractor to provide the Owner with such renewal certificate(s) shall be considered justification for the Owner to terminate the Agreement.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE shall be maintained by Contractor/Consultant/Professional during the term of this Agreement for all employees engaged in the

work or services under this Agreement in accordance with the laws of the State of Florida. The amounts of such insurance shall be.

- a. Workers' Compensation – Florida Statutory Requirements
- b. Employers' Liability (check one)
 X \$1,000,000 Each Accident

The insurance company shall waive its Rights of Subrogation against Owner and the policy shall be so endorsed.

COMMERCIAL GENERAL LIABILITY

(1) Commercial General Liability Insurance shall be maintained by Contractor/ Consultant/ Professional. Coverage will include, but not be limited to, Bodily Injury, Property Damage, Personal Injury, Contractual Liability for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations and Products and Completed Operations Coverage. Limits of Liability shall be.

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$100,000

(2) The General Aggregate Limit shall apply separately to this Project and the policy shall be endorsed using the following endorsement wording. "This endorsement modifies insurance provided under the following: Commercial General Liability Coverage Part. The General Aggregate Limit under LIMITS OF INSURANCE applies separately to each of your projects away from premises owned by or rented to you."

(3) If the General Liability insurance required herein is issued or renewed on a "claims made" basis, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Project and shall provide that in the event of cancellation or non-renewal the Extended Reporting Period (Discovery Period) for claims shall be no less than three (3) years.

(4) Owner shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by Owner.

In the event Contractor subcontracts any part or all of the Work hereunder to any third party, Contractor shall require each and every subcontractor to identify the City of Marco Island as an additional insured on all insurance policies as required by Contractor. Any contract awarded by Contractor for work under this Agreement shall include a provision whereby Contractor's subcontractor agrees to defend, indemnify, and pay on behalf, save and hold the City of Marco Island harmless from all damages arising in connection with Contractor's subcontract.

(5) Coverage shall be included for explosion, collapse or underground property damage claims.

PROPERTY INSURANCE - BUILDERS RISK

N/A

AUTOMOBILE LIABILITY INSURANCE

Automobile Liability Insurance shall be maintained by Contractor/Consultant/Professional for ownership, maintenance or use of any owned, non-owned or hired vehicle with limits of \$1,000,000 Bodily Injury & Property Damage.

UMBRELLA LIABILITY

(1) Umbrella Liability may be maintained as part of the liability insurance of Contractor/Consultant/Professional and, if so, such shall be in addition to and in excess of any Employers' Liability, Commercial General Liability, Automobile Liability and Professional Liability coverage's and shall include all coverage's on a "following form" basis.

(2) The policy shall contain wording to the effect that, in the event of the exhaustion of any underlying coverage due to the payment of claims, the Umbrella policy will "drop down" to apply as primary insurance.

(3) The General Aggregate limit, if applicable, shall apply separately to this project and the policy shall be so endorsed.

OTHER INSURANCE

Due to the special nature of some projects (such as working on, under or above water), additional insurance coverage may be required.

If the below is checked, that specified insurance is also required.

Other Insurance as indicated below:

LONGSHOREMAN, HARBORWORKERS OR JONES ACT

Required by this Agreement? ☐ Yes ☒ No

- | | | |
|----|--|----------------------------|
| a. | Longshoreman & Harborworkers | \$ Statutory Limits |
| b. | Jones Act: Either under the Protection & Indemnity coverage or under separate cover in the limits of not less than | <u>\$ 1,000,000</u> |

**** Not Required if working from shore. Otherwise, it is required***

POLLUTION AND REMEDIATION LIABILITY INSURANCE

Required by this Agreement? ☐ Yes ☒ No

(1) Contractor/Professional/Consultant shall maintain:

- a. Pollution and Remediation Liability Insurance including the cost of defense during the term of this agreement and for a period of five (5) years following the completion of the Project as outlined in this Agreement. Such coverage shall apply specifically to the contracting services/scope of work as outlined in this Agreement and shall include but not be limited to Pollution Legal Liability (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or

- any watercourse or body of water including groundwater at, under or emanating from the project);
- b. Remediation Legal Liability/Expense (expenses incurred for or in connection with the investigation, monitoring, removal, disposal, treatment or neutralization of a condition arising from the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants or pollutants into or upon 1 and the atmosphere or any watercourse or body of water including groundwater at, under or emanating from the Project, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the property to the condition it was in prior to the Remediation Expense to the extent required by Federal, State, Local or Provincial laws, regulations or statutes or any subsequent amendments thereof); and
- c. Transportation Legal Liability/Expense – Pollution Legal Liability or Remediation Legal Liability/Expense arising out of the movement by Contractor/professional/Consultant of product or waste of Owner to its final delivery point as specified under this Agreement.

(2) Limits Required:

Each Loss or Expense	\$2,000,000
Annual Aggregate	\$4,000,000
The Annual Aggregate limit shall apply separately to this project.	

(3) If coverage is provided on a “Claims Made” form as opposed to an “Occurrence” form, the retroactive date for coverage shall be no later than the commencement date of the Project and shall provide that, in the event of cancellation or non-renewal, the Extended Reporting Period (Discovery Period) for claims shall be no less than three (3) years.

(4) The City of Marco Island City Council shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by City.

(5) This policy shall include contractual liability coverage to contemplate the indemnity provisions of this agreement.

(6) Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide the City with certificates of insurance meeting the required insurance provisions.

(7) The City of Marco Island must be named as **“ADDITIONAL INSURED”** on the Insurance Certificate for Commercial General Liability.

(8) The City of Marco Island shall be named as the Certificate Holder. NOTE: The “Certificate Holder” should read as follows:

The City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145

(9) **Thirty (30) Days Cancellation Notice is required.**

OWNER'S CONTINGENCY AUTHORIZATION EXHIBIT E

Marco Island Evoqua Filter Press Upgrade CONTRACT# 2026-003

PROJECT NAME: **Evoqua Filter Press Upgrade**CONTRACT: **2026-003**

CONTRACTOR: _____

REQUESTED BY: _____, **City of Marco Island**

DATE: _____

Upon completion and execution of this Owner's Contingency Authorization by both parties, the Contractor shall proceed with the following additional work:

Description: _____

Purpose: _____

Attachments: _____

CONTINGENCY AMOUNT AUTHORIZED:

Original Contract Amount	\$452,078.00
<i>Owner's Contract Contingency Authorization</i>	<i>\$41,098.00</i>
Contingency Authorization # ____ (this authorization)	
<i>Contingency Remaining</i>	

It is understood and agreed that the acceptance of this form by the CONTRACTOR constitutes an accord and satisfaction and represents an agreement for payment in full for all costs arising out of, or incidental to, the above-mentioned change.

Below is the signature for approval of the responsible parties with authorization to sign for the entities referenced above:

ACCEPTED:

REVIEWED:

By: _____
DateBy: _____
Date

[CONTRACTOR]

Project Manager
City of Marco Island

APPROVED:

APPROVED:

By: _____
Jeffrey E. Poteet
General Manager W&S Dep.
City of Marco Island
DateBy: _____
City Manager
City of Marco Island
Date

EXHIBIT A

Evoqua Water Technologies Proposal (Quote #2501090r4)
and Terms and Conditions of Sale – Xylem – Americas