CAD/md

RESOLUTION NO. 2025 - 870

A RESOLUTION AUTHORIZING AN AGREEMENT FOR DESIGN BUILD SERVICES IN THE AMOUNT OF $400,000 BETWEEN THE CITY OF TAMPA AND KIMMINS CONTRACTING CORP., IN CONNECTION WITH CONTRACT 24-C-00025 FY24 CITYWIDE SIDEWALK IMPROVEMENTS DESIGN BUILD; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, via the competitive selection process pursuant to Florida Statutes Section 287.055, the Consultants' Competitive Negotiation Act ("CCNA"), as applicable, the City of Tampa ("City") selected Kimmins Contracting Corp. ("Firm") to provide professional services in connection with Contract 24-C-00025 FY24 Citywide Sidewalk Improvements Design-Build, ("Project") as detailed in the Agreement for Design Build Services ("Agreement"); and

WHEREAS, the City seeks to enter into this Agreement with the Firm to provides for new sidewalk construction, ditch enclosures, driveway modifications, and additional ancillary items such as installing pavement markings, adjusting manholes and water valve covers, tree treatments, minor resurfacing, signs and markings improvement, and post-design services as needed; and

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

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

Section 1. The Agreement between the City and the Firm, in connection with Contract 24-C-00025 FY24 Citywide Sidewalk Improvements Design-Build, copies of which are attached hereto and made a part hereof, are authorized and approved in their entirety or in substantially similar form.

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

Section 3. This Resolution approves an Agreement between the City of Tampa and Kimmins Contracting Corp. for design build services in the amount of $400,000 for use by the Mobility Department within the Sidewalks Construction Citywide project.

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

INF25-17657

Section 5. The proper officers of the City are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON OCT 09 2025

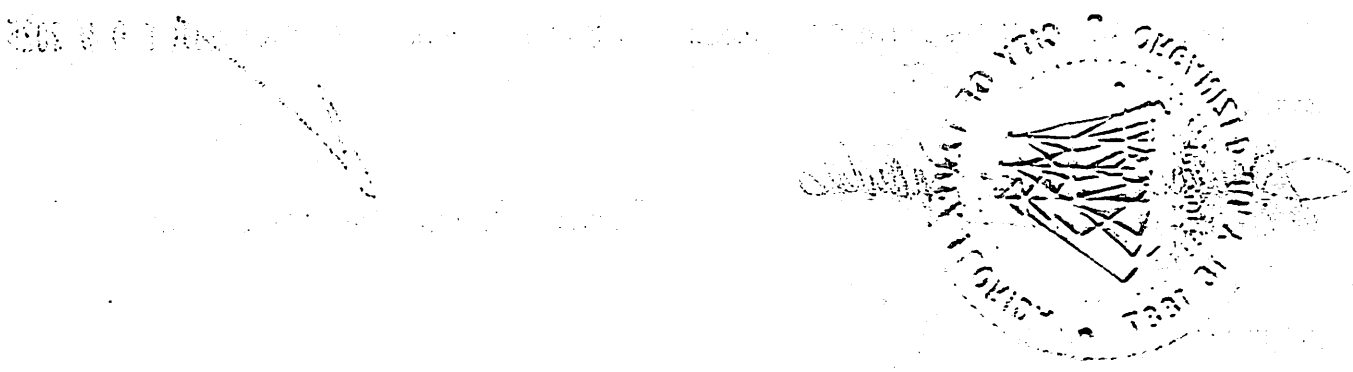
ATTEST:

CITY CLERK/~~DEPUTY CITY CLERK~~

CHAIRMAN\CHAIRMAN PRO-TEM CITY COUNCIL

APPROVED AS TO FORM:

E/S
Justin R. Vaske
SENIOR ASSISTANT CITY ATTORNEY



AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this _____ day of _____, 2025, by and between the City of Tampa, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and the following entity authorized to do business in the State of Florida: Kimmins Contracting Corp, hereinafter referred to as "FIRM", with an FEIN of 16-0810270.

WITNESSETH:

WHEREAS, the CITY desires to engage the FIRM to perform certain services pertinent to such work which shall be referred to as Contract 24-C-00025 FY24 Citywide Sidewalk Improvements Design Build ("Project") in accordance with this Agreement and limited to the elements of the Design Criteria Package ("DESIGN CRITERIA PACKAGE") attached hereto as **Exhibit A**; and

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

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

I. GENERAL SCOPE OF THIS AGREEMENT

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

B. Any additional services to be provided by the FIRM shall be set out in detail by subsequent Agreement and shall be limited to the elements of the DESIGN CRITERIA PACKAGE.

C. The Guaranteed Maximum Price proposal to be prepared and provided by the FIRM in accordance with this Agreement shall be used as a basis for negotiating the future Agreement for Construction Services. A Design-Build Fee not to exceed four percent (4%) of the Cost Of Construction shall be used in the calculation of the Total Project Cost.

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

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide:

A. Available plans and specifications of existing construction.

B. Ground topography.

III. PERIOD OF SERVICE

A. The FIRM shall begin work promptly after receipt of a fully executed copy of the Agreement. All work shall be completed within 365 days after issuance of the Notice to Proceed.

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

IV. GENERAL CONSIDERATIONS

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

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

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

V. COMPENSATION

The CITY shall compensate the FIRM for the Initial Design-Build services performed under this Agreement in the amount of $400,000 in accordance with **Exhibit C**.

VI. PAYMENT

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

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

VII. RECORDS

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

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

VIII. PERSONNEL

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

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

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

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

Upon suspension, cancellation or abandonment of the Project by the CITY, the FIRM shall immediately cease work, deliver all original sketches, tracings, drawings, computations, details, design

calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement, and shall be compensated for its services rendered up to the time of such suspension, cancellation or abandonment on a quantum meruit basis; and the CITY shall have no further financial obligation to the FIRM.

X. TERMINATION

A. Termination for Cause.

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

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

B. Termination for Convenience.

The CITY may reduce the scope of work or terminate work under this Agreement or amendment to this Agreement without cause; in the event of such scope reduction or termination other than for cause, the CITY shall compensate the FIRM for services properly performed through the date of such reduction in scope or termination, which date shall be fixed in written notice from the CITY and which date shall be not sooner than fifteen (15) days after notice. Notwithstanding such termination or reduction in scope, the CITY shall be entitled to receive from the FIRM upon request any and all information related to the Project and the CITY shall preserve and protect all such information and assure ready access thereto by the FIRM in connection with resolution of the amount due to the FIRM. The CITY, at its own discretion, shall be entitled to direct the FIRM to terminate any or all the FIRM's

subcontracts or subconsulting agreements. In the event the project is terminated for convenience pursuant to this Article, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY.

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE FIRM

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

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

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

XIV. COMPLIANCE WITH LAWS

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

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

C. If the Project involves work under other Federal or State Grantors or Approving Agencies, the CITY and the FIRM shall review and approve the applicable required provisions or any other supplemental

provisions as may be included in the Agreement.

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

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

F. Truth-In-Negotiation Certification: The FIRM certifies that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of the execution of the Agreement of which this Certificate is a part. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the CITY determines the Agreement amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs and that such original Agreement adjustments shall be made within one (1) year following the end of the Agreement.

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

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

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

C. Workforce Development Program is not applicable.

D. Apprenticeship Program is not applicable.

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

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

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

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

D. The FIRM shall report to the CITY its subcontractors/subfirms/suppliers solicited or utilized as required by **Exhibit E**.

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

XVIII. CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

FIRM shall perform this Agreement as an independent FIRM and nothing contained herein shall in any way be construed to constitute FIRM or the assistants of FIRM to be representative, agent, subagent, or employee of CITY or any political subdivision of the State of Florida. FIRM certifies FIRM's understanding that CITY is not required to withhold any federal income tax, social security tax, state and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind or to take any other action with respect to the insurance or taxes of FIRM and assistants of FIRM.

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

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

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

XXIII. AUTHORIZATION

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

XXIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

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

XXVI. ESTOPPEL/WAIVER

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

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

XXVII. AUDIT REQUIREMENTS.

In the event, that during the period of this Agreement, the FIRM expends more than $1,000,000 in federal funds in an operating year from this and other federal grants, the FIRM shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed and a copy furnished to the CITY, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the CITY. For purposes of this Agreement, an operating and/or audit year is the equivalent to the FIRM's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

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

If expenditure does not exceed $1,000,000 during an operating year, the FIRM shall provide the CITY with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

State Single Audit: Each nonstate entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if an nonstate entity expends $1,000,000 or more of State financial assistance in any fiscal year of such nonstate entity in accordance with the requirements of the Florida Single Audit Act.

XXVIII. DEFAULT

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

XXIX. BUDGET APPROPRIATIONS

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

XXX. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel, and of $1 million or more with companies that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. Specifically, Section 287.135(2), Florida Statutes, states: "A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or 2. Is engaged in business operations in Cuba or Syria; or 3. On the Iran Terrorism Sectors List, created pursuant to s. 215.473."
Upon submitting its bid or proposal, a bidder/proposer: (i) certifies the company is not in violation of Section 287.135, Florida Statutes, and shall not be in violation at the time the company enters into or renews any resulting contract; and (ii) agrees any such resulting contract shall be deemed to contain a provision that allows the CITY, at its option, to terminate such contract for cause if the company is found to have submitted a false certification, been placed on one or any of the foregoing Lists, been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria.

XXXI. PROHIBITION AGAINST ECONOMIC INCENTIVES TO FOREIGN COUNTRIES OF CONCERN

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

XXXII. PUBLIC RECORDS

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

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

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

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

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

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

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

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

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

XXXIII. E-VERIFY

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

XXXIV. LABOR

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

XXXV. CERTIFICATES, CERTIFICATIONS, ATTESTATIONS AND OTHER PROVISIONS

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

FIRM:
Kimmins Contracting Corp

By: _____

Print Name: _____

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

☐ Other *(must attach proof of authority)*: _____

License no:_____

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

[SEAL]

ATTEST:

By: _____
City Clerk/Deputy City Clerk

[SEAL]

CITY:
City of Tampa, Florida

By: _____
Jane Castor, Mayor

APPROVED AS TO FORM:

_____
Justin R. Vaske, Senior Assistant City Attorney

CONSOLIDATED STATE LAW AFFIDAVIT

AFFIDAVIT OF COMPLIANCE WITH 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, COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES, PROHIBITION AGAINST ECONOMIC INCENTIVES TO FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 288.0071, FLORIDA STATUTES, AND COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES.

The undersigned Affiant, on behalf of the Entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. **Public Entity Crimes**
   a. Affiant 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. Entities placed on either the "discriminatory vendor list" or "antitrust vendor list" are ineligible to transact business with the City of Tampa.
   b. Affiant understands and attests that neither Affiant, 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.

2. **Scrutinized Companies**
   a. Affiant understands that pursuant to Section 287.135(2)(a), Florida Statutes, 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 that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes) or is engaged in a boycott of Israel. 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:
      1. 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
      2. Is engaged in business operations in Cuba or Syria.
   b. Affiant attests that neither Affiant nor the Entity are on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor are we engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Affidavit.

3. **E-Verify**
   a. Affiant 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.
   b. 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.
   c. 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 replay to contract with the City of Tampa.
   d. 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.
   e. Affiant 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.
   f. Affiant 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.

4. **Anti-Human Trafficking**
   Affiant 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(13), Florida Statutes.

5. **Compliance with Prohibition Against Economic Incentives to Foreign Countries of Concern.**
   Affiant, on behalf of the Entity attest to the following:
   That pursuant to Section 288.0071, F.S, as a condition of this Agreement, the Entity attests to the following: that it is not a foreign entity or a foreign country of concern such as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro or the Syrian Arab Republic with whom the City is prohibited from contracting with under Florida law.

6. **Compliance with Foreign Countries of Concern**
   Affiant, 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(2)(a), Florida Statutes.)

b. The government of a foreign country of concern does not have a controlling interest in 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.)

The undersigned is authorized to execute this Affidavit on behalf of Entity.

The undersigned further sayeth naught.

Date: June 12, 2025 (Affiant) Signed: _____

Entity: Kimmins Contracting Corp. Name: John Zemina

Title: Vice President

STATE OF Florida
COUNTY OF Hillsborough

SWORN to (or affirmed) and subscribed before me, by means of ❑ physical presence or ❑ online notarization, this 12th day of June, 2025, by John Zemina, as Vice President, who is personally known to me or who has produced _____ as identification.

[AFFIX NOTARY SEAL/STAMP]

COLLEEN M. SIMON
Notary Public - State of Florida
Commission # HH 231761
My Comm. Expires Jun 17, 2026
Bonded through National Notary Assn.

Colleen M. Simon
Signature of Notary
Name: Colleen M. Simon
(Print or Type Name)
Notary Public: State of Florida
My Commission Expires_____

Exhibit B
Scope of Services

FY 24 CITYWIDE SIDEWALK IMPROVEMENTS
DESIGN-BUILD
CONTRACT 24-C-00025

PROJECT DESCRIPTION

As part of its Capital Improvement Program (CIP), the City of Tampa (City) intends to construct new sidewalks to improve mobility connections at the following locations:

Street	Streetside	From	To	Priority Score (Higher Number = Higher Priority)	Miles
E Waters Ave	South side	Rowlett Park Dr	E Riverhills Dr	40	0.15
E Riverhills Dr/E Yukon St	South side	N 22nd St	N 28th St	30-40	0.4
E Bird St	South side	N Klondyke St	N Ogontz Ave	26-38	0.55
E 109th Ave	North side	N Nebraska Ave	N 15th St	30-38	0.5
W Stanley Ave	North and south side	N Highland Ave	N Florida Ave	32-36	0.25
W Kirby St	North and south side	N Highland Ave	N Florida Ave	30-36	0.2
N 42nd St	East side	E Louisiana Ave	E Ellicott St	34	0.1
W Hollywood St	North and south side	N Highland Ave	N Florida Ave	34	0.25
E Hanlon St	North and south side	N Florida Ave	N Branch Ave	32-34	0.25
E Clinton Ave	North and south side	N Dixon Ave	N Central Ave	28-34	0.2
N 43rd St	East and west side	James Elementary School	E Frierson Ave	26-34	0.2
				Subtotal	**3.05**

General

Kimmins Contracting Corp. (Firm) will perform engineering evaluation, assessment, design, permitting, and all other related pre-construction tasks. Services for will be managed through a series of subsequently issued task orders ("Task Orders").

The following list outlines the professional engineering and pre-construction categories of work to be performed by the Firm under this agreement.

Task 1 - Project Administration and Management

Project administration and management will include project documentation and controls, consulting with the City, preparation and submittal of invoices, and the development and submission of monthly status reports. The Firm shall develop a work plan that shows project schedule, deadlines, resources, and tasks budget broken down by discipline.

Project Management
The Firm will set-up an accounting system and a filing system for the project and will prepare monthly progress reports in support of invoices to describe the work completed during the previous reporting period, the anticipated work for the following period, workforce development tracking, change order status, current budget and schedule status, and project issues requiring discussion or resolution.

Project Oversight
The Firm will provide oversight of the project team to provide consistency and quality across the collective project team to meet the project objectives as outlined in this document. This will include maintaining the schedule and oversight of the sub-consultants' deliverables. In addition, the Firm will oversee and maintain project documents and logs; and facilitate quality assurance and quality control (QA/QC) plans. This task will develop and monitor the management and communication plans of the project as well as establish and maintain the project risk matrix, spending log, milestone log and other project control logs. This task also includes the internal coordination meetings among the Firm's team members.

Project Meetings
The Firm will attend technical coordination or milestone meetings with key team members, stakeholders, and City staff to review preliminary data, clarify data received, respond to questions that arise during design, verify direction, and obtain City input prior to the development of the final deliverables. The Firm will prepare and distribute meeting minutes for these meetings.

The Firm will attend monthly meetings with the Contract Administration Department (CAD) and other City representatives to review the overall project progress, schedule, budget, resolve issues, and to discuss the upcoming tasks. Questions and updates by the City and the Firm will be addressed at these progress meetings. These meetings will be attended by the Firm Manager and Engineering Design Project Manager. The Firm will prepare and distribute meeting minutes for these management meetings.

Task 2 - Preliminary Engineering
The Firm shall conduct necessary survey and mapping of the project area, initiate coordination with utility agency owners (UAOs), determine and apply for required permits, impacts to trees and landscaping, and other concerns relevant to the Task Order.

Survey Services
Survey services shall adhere to the latest Mobility Department Survey and Drafting Standards and shall include but are not limited to:

a. Topographic Survey and Mapping with a horizontal and vertical control network including survey baselines and all related elevations and inverts of infrastructure within each Task Order.
b. Survey using conventional survey techniques, aerial photogrammetry and LiDAR, and/or other means to establish base maps and layout for each Task Order.
c. Subsurface Utility Engineering (SUE) using vacuum excavations, ground penetrating radar, or other means to verify vertical and horizontal locations of existing underground utilities.

d. Verification of existing monuments and benchmarks.
e. Verification of elevations and floodplain concerns.
f. Right of Way survey (as needed) to confirm ROW impact

Utility Coordination Services
The Firm will coordinate with UAOs to include electric, gas, wastewater, reclaimed water, storm water, telecommunications, etc. The Firm will verify existing utilities and identify potential conflicts with proposed sidewalks.

Drainage Modeling Services
Drainage Modeling Services include, but not limited to determining drainage impacts with the proposed sidewalk construction.

Geotechnical Services
Geotechnical Engineering Services may include standard penetration test (SPT) borings, ground penetrating radar investigations, or laboratory testing for existing site conditions. Geotechnical services are based on an as-needed basis to design and construct the sidewalk gaps.

Task 3 Final Design
The Firm shall design the recommended improvements from the approved preliminary engineering plan for each proposed sidewalk. The Firm shall provide a refined project design schedule that encompasses time for design meetings with City at each project milestone, design submittal review and applicable permitting review. The Final Design shall include the following:

Standard Details
The Firm shall obtain the latest Standard Details of the City of Tampa Mobility Department. The Transportation Technical Manual can be found on:
https://www.ordinancewatch.com/files/localgovernment/localgovernment23983.pdf

60% Design
60% Plans level shall include horizontal alignment of the sidewalk and green line utility locations. Survey, preliminary layout and profile, utility conflict, geotechnical data, and any other relevant background information will be provided.
An engineer's estimate will be provided at the completion of 60% Design plans.

100% Design
Design Plans comprising all the sheets developed in the 60% complete stage including vertical alignment of the proposed sidewalk (including all details, labels etc.) and preparation of 100% complete Technical Specifications. Documents shall include all necessary review comments and corrections, including those required by the City and other permitting agencies.

Final Deliverables
The Firm shall provide final approved for construction plans in 2023 AutoCAD Civil 3D format (.dwg) and 11 x 17 PDFs; the AutoCAD files shall be delivered in a ZIP file (via eTransmit) to include all files necessary (X-refs, fonts, line types, plot styles, etc.). 100% Design Plans and Technical Specifications to be used as the official Construction documents. All final contract documents (Sign and Seal as required) shall be in electronic format (.pdf)

QA/QC & Constructability Review
The City expects the Firm to work collaboratively and efficiently to ensure the highest industry standard in design and construction. At a minimum, all documents shall be reviewed by competent designated personnel ensuring quality assurance and quality control (QA/QC) review at each phase during the Final Design prior to submittal to the City.

The Firm shall ensure competent construction personnel conduct review on proposed construction methods. The constructability review shall include, at a minimum, work sequence to minimize impact to local residences, traffic, and water main shutdown planning to always maintain utilities services.

Task 4 Permitting
The Firm shall obtain all plan approvals for utility and engineering permits required by the City with jurisdiction over the project area. When applicable, the Firm shall be the permittee on those applications. The Firm shall be responsible for evaluating the need for pre-permit applications, permittee role, and exemptions needs for each task order.

When required, the Firm shall provide the appropriate permit forms to obtain City signatures. All plans, specifications, calculations, and background documentation shall be submitted to the City along with the associated permit forms for signature by the City. A minimum of seven (7) calendar days shall be reflected in the Firm schedule for the review and signature by the City, prior to submittal to regulatory agencies. The Firm shall be responsible to submit permit applications, plans, calculations, and any required documents to the regulatory and utility agencies for review and approval and make revision required to the contract documents to obtain the necessary approvals and permits.

When required, permit forms shall be signed and sealed by the Engineer of Record in charge of the Design and in accordance with Florida Board of Professional Engineers Statues and Rules. All costs associated with coordination, development, and submittal of permit application shall be the responsibility of the Firm. The Firm shall include allowance permit fees in the contract for reimbursement through task order invoicing. The Firm shall provide proof of the payment. Reimbursement will be in the amount of payment with no markup.
Permits for each task order may include, but are not necessarily limited to, the following:

- Florida Department of Transportation (FDOT) Right of Way (ROW) Utilization Permits
- Hillsborough County Public Works ROW Utilization Permits
- CSX Railroad ROW Utilization Permit
- Port of Tampa Bay Work Permit
- City of Tampa ROW utilization Permit

Task 5 Public Outreach
The Firm shall be responsible for developing and implementing proactive, robust, and detailed Community Awareness/Outreach Plan (Plan). The Plan shall include, but is not limited to, the following:

a) Development of a stakeholder database to identify all impacted property owners and tenants within and adjacent to each Task Order project limit
b) Develop and provide a mailer to inform residents of the available resources and construction schedule

c) Provide a manned 24/7 phone number and e-mail, for residents, to address concerns regarding the project and maintain a phone/e-mail response log.
d) Develop and maintain a Project-specific website that depicts accurate and up-to-date design and construction scheduling.
e) Collaborate with City and attend all Public Information Meetings to be conducted during the design and construction for each Task Order.
f) Maintain media relations and provide the City with press releases and other pertinent Project information.
g) Comply with Americans with Disabilities Act (ADA) requirements for all media and content.

Each Task Order will be implemented in the following manner:

- Firm will prepare a Task Order proposal to include: specific scope of work, schedule, and a not-to-exceed compensation amount estimated using hourly rates and additional scope/fees for work to be performed by the Firm and/or subcontractors and subconsultants listed herein, as mutually agreed by the City and Firm;

- Following review and approval of the Task Order proposal, the City will issue a letter of authorization (Task Order notice to proceed) and corresponding Purchase Order (PO);

- Amounts to be charged against the Task Order PO shall not, in the aggregate, exceed the total compensation amount as authorized under this agreement.

- Firm shall notify the City in writing when aggregate Task Order amounts equal 80% of said total compensation amount; and Firm is not authorized to proceed with, and will not be compensated for, any work, fee, or expense that is not properly authorized by an approved Task Order or that the aggregate exceeds said total compensation amount.

- There shall be no direct billing for expenses, miscellaneous expenses shall be included in the manhour estimates/fee for each task work order.

End of Scope Of Services

Exhibit C
Fee Schedule

FY 24 Citywide Sidewalk Improvements Design Build
24-C-00025

Compensation

For performing the services identified within this Scope of Services, the City shall pay the Firm the upset limit amount of $400,000 for the work described in Exhibit B. The corresponding required DMI forms, progress reports, and invoices shall be submitted together, no more frequently than monthly.

Kimmins Contracting Corp. Fee Schedule

Labor Hourly Rates	
Project Executive	$320.00
Project Manager	$230.00
General Superintendent	$225.00
Superintendent	$180.00
Asst. Project Manager	$145.00
Admin. Assistant	$70.00
Foreman	$100.00
Surveyor	$79.50
Operator	$60.50
Concrete Finisher	$51.50
Pipelayer	$49.00
Laborer	$39.50
Mechanic w/truck	$120.00
Welder w/truck	$110.00
Equipment Hourly Rates	
Cat 345/Volvo 460/Linkbelt 490	$275.00
Cat 321/330	$203.00
Grader	$170.00
950 Loader	$125.00
928/930 Loader	$102.00
D-5 Dozer	$102.00
14' Flatbed	$101.00
Cat 311/314	$99.00
Roller	$82.00
Mini Excavator	$79.00
Skidsteer Loader	$75.00
D-3 Dozer	$65.00
Wellpoint Pump	$62.00
420/416 Backhoe	$48.00
Broom Tractor	$45.00
Generator	$44.00

Light Plant	$38.00
4"/6" Pump	$37.00
Air Compressor	$29.00
Dump Trailer	$22.00
Surveyor's Truck	$31.00
Foreman's Truck	$17.00
Transport	$290.00
Roll-off Truck	$126.00
Water Truck	$105.00
Dumptruck	$98.00

The Hourly Rate increase per year from the Notice to Proceed date should be based on the Employment Cost Index (ECI) Historical Listing and be a maximum of 3%. The Firm will provide the new suggested Fee Schedule ninety (90) days prior to the previous year's approval date for review and acceptance by the City. See Proposed Method of Labor Rate Escalation below for additional information.

The Firm will implement a markup fee of 5% on subconsultant services, which, will be applicable to each respective Task Order.

Proposed Method of Labor Rate Escalation

Adjustments shall be based on the Employment Cost Index (ECI) Historical Listing published by the Bureau of Labor Statistics (https://www.bls.gov/web/eci/echistrynaics.pdf). Specifically, the escalation rate shall be calculated from the indices presented in Table 8 (Employment Cost Index for wages and salaries, for civilian workers, by occupational group and industry, Service-providing industries). For the current edition (July 2020), the ECI factors for this occupational group is located on page 127 and 128.

Adjustments shall be made annually and shall be based on the percentage change in the ECI from September of the prior year to September of the current year. Prices may be adjusted to a maximum rate of 3% annually or remain the same should the ECI decrease.

For example:

Base Labor Rate = $100
ECI for September 2024 (current year) = 139.6
ECI for September 2025 (prior year) = 135.8
Escalation Factor = 139.6 / 135.8 = 1.028
Escalated Labor Rate = $100 x 1.028 = $102.80

In the event the Bureau of Labor Statistics significantly alters the method of calculating the index, an appropriate adjustment shall be made to restore the contract adjustment mechanism to the original intent of the parties.

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 [1]

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than $1M per occurrence and $2M general aggregate for Agreements valued at $2M or less; if valued over $2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies; it shall apply separately to the project/location (ISO CG 2S 03 or 2S 04 or equivalent). **(ALWAYS APPLICABLE)**

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

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

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

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

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

G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (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

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

Document updated and approved by Legal and Risk Management as of 08/16/2016

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 CIOB) 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 untenantable, including disruption of utilities, water, or telecommunications. **(IF APPLICABLE)**

0. 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

ACCEPTABILTIY 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.

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

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

☑ Contract Administration Department, 306 E Jackson St, Tampa, FL 33602 ☐ Purchasing Department, 306 E Jackson Street, Tampa, FL 33602

☐ Other:_____

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

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

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

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

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

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

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

UNAVAILABILTIY- 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.

Document updated and approved by Legal and Risk Management as of 08/16/2016

KIMMCOR-01 FNARVAEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/1/2025

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

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

PRODUCER
American Global LLC
900 S Pine Island Road
Suite 210
Plantation, FL 33324

CONTACT NAME: AG FL Insurance Team
PHONE (A/C, No, Ext): (305) 351-9150 FAX (A/C, No):
E-MAIL ADDRESS: certsFL@americanglobal.com

INSURED
Kimmins Contracting Corp.
1501 E. 2nd Avenue
Tampa, FL 33605

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : American Guarantee and Liability Insurance	26247
INSURER C : Great American E&S Insurance Company	37532
INSURER D : Starr Indemnity & Liability Co	38318
INSURER E :	
INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	5,000,000
	CLAIMS-MADE X OCCUR	X	X	ZAGLB1047700	7/1/2025	10/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	10,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	10,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	5,000,000
	X ANY AUTO	X	X	ZACAT9334700	7/1/2025	10/1/2025	BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	10,000,000
	EXCESS LIAB CLAIMS-MADE			AUC-0197586-09	7/1/2025	10/1/2025	AGGREGATE	$	10,000,000
	DED X RETENTION $ 0							$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N N/A			ZAWCI1060500	7/1/2025	10/1/2025	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
C	Pollution Liability			PCM8799348 18	7/1/2025	10/1/2026	Each Act $5M/Agg.		10,000,000
D	Excess Liability			1000589060251	7/1/2025	10/1/2025	Per Occ. / Agg.		10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 24-C-00025 Citywide Sidewalk Construction Design-Build
City of Tampa, its elected officials, departments, officers, officials, employees and volunteer together with as applicable, any associated lender of the city are included as Additional Insured in accordance with the policy provisions of the General Liability and Auto Liability Policies. A Waiver of Subrogation is granted in favor of the Additional Insureds in accordance with the policy provisions of the General Liability and Auto Liability Policies. The Umbrella Policy follows the terms of the underlying insurance subject to and in accordance with any contrary provisions contained in the Umbrella Policy. The above referenced General Liability, Auto Liability, and Employer's Liability are scheduled underlying insurance on the Umbrella Policy. Notice of cancellation subject to the terms and conditions of the Policies.

CERTIFICATE HOLDER

City of Tampa
306 E. Jackson Street, 4N
Tampa, FL 33602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
American Global LLC

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Exhibit E

Tampa's Equal Business Opportunity Program Procedures for GMP Contracts

- The City of Tampa's Equal Business Opportunity Program (EBO) requires setting a construction subcontract goal on each GMP under the CM /or D-Build delivery system.

- Prior to the time construction subcontract goals are set, the Construction Manager (CM) or the Design-Builder (D-B) provides information on subcontract packages planned for the construction phase(s) and their sequencing.
  (Ref: use **Detailed GMP Estimate and MBD Form-80 PTW)**

- The CM (or D-B) participates in a meeting wherein the City will establish narrowly-tailored project goals for SLBE and/or W/MBE subcontractor participation on the project.
  (Ref: use **MBD Form-70)**

- For each subcontracting package to be bid, the CM (or D-B) confirms with the MBD Office, the City's minimum contact list of available SLBE and/or W/MBE firms to be solicited. Note: strategic, extensive outreach is the CM/DB's responsibility (i.e. GFECP)
  (Ref: use **Minimum Contact List provided w/final Project EBO Determination Goal)**

- The CM (or D-B) documents the notification of **all** potential subcontractors, including the SLBE or W/MBE firms identified above, i.e. minimum contact list of certified firms.
  (Ref: use **DMI 10-20 for construction phase Solicitation/Utilization outcomes)**

- The CM (or D-B) receives, opens, and tabulates subcontract bid results. The City, including representatives of the managing department and the MBD Office, may be present for the bid openings or to review the bids submitted.
  (Ref: use **MBD Form-50 GFECP outreach w/documentation)**

- The CM (or D-B) provides to the City, a tabulation of all bids received and its determination of the lowest responsive/responsible bidder. If bids received exceed contracted Guaranteed Maximum Price, CM (or D-B) advises City as to how they will proceed. If re-bidding is selected, notification at least equal to the original solicitation will occur. **(Ref: Reaffirm EBO Outreach)**

- As all subcontracts are executed, final copies are provided to the City. Where participation is achieved via sub-subcontractors and/or suppliers, the CM (or D-B) provides the City and MBD with copy of executed agreement or purchase order as documentation. **(Ref:** use **MBD Form-40 LOIs execute "Letters-of-Intent")**

- During construction, monitoring activities may including but may not be limited to, subcontractor payment reports to be submitted with pay requests, prior approval by the MBD Office and the managing departments, of any replacement of SLBE or W/MBE subcontractors, and a report of final amounts paid to all subcontractors.
  (Ref: use **#1-DMI 30 Form w/Pay Applications; #2-Prime & Subs must log into Diversity Mgt. Compliance System to report payment activity)**

Failure to Complete, Sign and Submit Forms 10, 20, & 50 SHALL render the Bid or Proposal Non-Responsive

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

Contract No.: 24-C-00025 Contract Name: FY24 Citywide Sidewalk Improvements Design-Build
Company Name: Kimmins Contracting Corp. Address: 1501 E. 2nd Avenue, Tampa, FL 33605
Federal ID: 16-08010270 Phone: 813.924.5010 Fax: _____ Email: jzemina@kimmmins.com

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

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

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

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

S = SLBE W=WMBE O = Neither / Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
O / 59-0896138	AtkinsRealis USA Inc. 4030 W. Boy Scout Blvd., Suite 700, Tampa, FL 33607 813.282.7275 / amanda.serra@atkinsrealis.com	N/A	925	E	Y
W / 23-3947444	Arehna Engineering, Inc. 5012 W. Lemon St., Tampa, FL 33609 813.944.3464 / jmcrory@arehna.com	CF	925	E	Y
S/W / 33-1142500	The Valerin Group 3903 Northdale Blvd., Suite 100E, Tampa, FL 33624 813.404.1572 / valeriec@valerin-group.com	CF	912	E	Y

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

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

Signed: _____ Name/Title: John Zemina / Vice Presidenet Date: 6/5/2025

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

Failure to Complete, Sign, and Submit Forms 10, 20, & 50 MAY render the Bid or Proposal Non-Responsive

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

Contract No.: 24-C-00025 Contract Name: F&Y24 Citywide Sidewalk Improvements Design-Build

Company Name: Kimmins Contracting Corp. Address: 1501 E. 2nd Avenue, Tampa, FL 33605

Federal ID: 16-0810270 Phone: 813.924.5010 Fax: _____ Email: jzemina@kimmins.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 Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials NIGP Code Listed above	$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
O 59-0896138	AtkinsRealis USA Inc. 4030 W. Boy Scout Blvd., Suite 700, Tampa, FL 33607 813.282.7275 / amanda.serra@atkinsrealis.com	925	$284,400	79%
O 23-3947444	Arehna Engineering, Inc. 5012 W. Lemon St., Tampa, FL 33609 813.944.3464 / jmcrory@arehna.com	925	$ 36,000	10%
S 33-1142500	The Valerin Group 13014 N. Dale Mabry, #820, Tampa, FL 33618 813.404.1572 / valeriec@valerin-group.com	912	$ 3,600	1%

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

Total ALL Subcontract / Supplier Utilization $ 324,000

Total SLBE Utilization $ 3,600.00

Percent SLBE Utilization of Total Bid/Proposal Amt. 1 **%**

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

Signed: John Zemina Digitally signed by John Zemina Date: 2025.09.22 09:43:26 -04'00' Name/Title: John Zemina, Vice President Date: 9/22/2025

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