

RESOLUTION NO. 2022 - 419

A RESOLUTION APPROVING AN AGREEMENT FOR CONSULTANT SERVICES IN THE AMOUNT OF \$3,300,000 BETWEEN THE CITY OF TAMPA AND KCI TECHNOLOGIES, INC., IN CONNECTION WITH CONTRACT 22-D-00004, UTILITY LOCATING SERVICES WATER DEPARTMENT; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa ("City") selected KCI Technologies, Inc. ("Firm") to provide professional services in connection with Contract 22-D-00004; Utility Locating Services Water Department, ("Project") as detailed in the Agreement for Consultant Services ("Agreement"); and

WHEREAS, the City desires to enter into an agreement with the Firm to provide certain professional services; and

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

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

Section 1. That the Agreement between the City of Tampa and KCI Technologies, Inc., in connection with Contract 22-D-00004; Utility Locating Services Water Department, as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

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

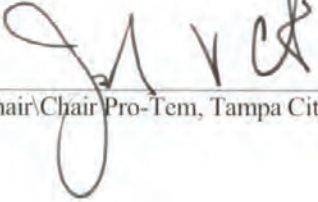
Section 3. This resolution approves an award between the City and KCI Technologies, Inc. for consultant services and provides an amount not to exceed \$3,300,000, over a 36-month term, subject to annual appropriation, for use by the Water Department within the Water Operations Fund.

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

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

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on JUN 2 2022

ATTEST,   
City Clerk/Deputy City Clerk

  
Chair/Chair Pro-Tem, Tampa City Council

APPROVED AS TO FORM:

E/S  
\_\_\_\_\_  
Marcella T. Hamilton, Assistant City Attorney

## **AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT** ("Agreement") made and entered into at Tampa, Florida, as of the \_\_\_ day of \_\_\_\_\_, 2022, which is the date Resolution No. \_\_\_\_\_ was adopted authorizing execution of this Agreement, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, ("CITY"), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and KCI Technologies, Inc., a Delaware Corporation authorized to do business in the State of Florida, ("FIRM"), the address of which is 4041 Crescent Park Drive, Tampa, Florida 33578.

### **WITNESSETH:**

**WHEREAS**, the CITY desires to engage the FIRM to perform certain professional services pertinent to such work which shall be referred to as Contract 22-D-00004; Utility Locating Services Water Department ("PROJECT") in accordance with this Agreement; and

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

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

### **I. GENERAL SCOPE OF THIS AGREEMENT**

A. The relationship of the FIRM to the CITY will be that of an independent professional consultant for the PROJECT; and the FIRM shall provide the professional and technical services required under this Agreement in accordance with the care and skill used by members of FIRM'S profession practicing under similar circumstances at the same time and in the same locality.

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

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

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

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

A. The FIRM shall begin work promptly after receipt of a fully executed copy of this Agreement and a Notice to Proceed. This Agreement shall remain in force until the completion of all construction for the Project.

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 therefor.

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

**V. COMPENSATION**

The CITY shall compensate the FIRM for the services performed with this Agreement a lump sum (by task) of \$3,300,000 to be billed in accordance with **Exhibit B**.

**VI. PAYMENT**

Payments shall be made upon presentation of the FIRM's approved invoice.

**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 for work under this Agreement. The FIRM further certifies that all of its employees assigned to serve the CITY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the FIRM who, in the opinion of the CITY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the certain professional engineering services under this Agreement.

**IX. SUSPENSION, CANCELLATION OR ABANDONMENT**

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

Upon suspension, cancellation or abandonment hereof, FIRM shall immediately cease work hereunder and shall be compensated for its services rendered up to the time of such cancellation or termination on a quantum meruit basis; and the CITY shall have no further financial obligation to FIRM.

In the event the PROJECT is suspended, cancelled or abandoned, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY.

## **X. TERMINATION**

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

Then the CITY may provide five (5) days written notice that the conduct of the FIRM is such that the interests of the CITY are likely to be impaired or prejudiced, stating the facts upon which the opinion is based. Then the CITY may upon fifteen (15) days written notice, and at the end of the (15) days terminate this Agreement for cause (herein "Termination Date"). Upon that termination for cause, the FIRM shall be entitled to compensation for services properly and satisfactorily performed through the date of such termination for cause. 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 effect and maintain at all times during the life of this Agreement insurance, in accordance with that indicated in **Exhibit C**.

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

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

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

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

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

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

## **XIV. COMPLIANCE WITH LAWS**

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

B. If the PROJECT involves E.P.A. Grant eligible work, the CITY and the FIRM agree that the provisions of 40 CFR, Part 35 and 2 CFR Part 200 shall become a part of this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement for work performed under said Agreement.

C. If the PROJECT involves work under other Federal or State Grantors or Approving Agencies, the CITY and the FIRM shall review and approve the applicable required provisions or any other supplemental provisions as may be included in the Agreement.

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

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

F. Any applicable provisions of 2 CFR Appendix II Part 200 are by reference made a part hereof.

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

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

**XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM**

A. FIRM shall demonstrate good faith effort toward the utilization of CITY certified Women/ Minority Business Enterprise (W/MBE) and Small Local Business Enterprise (SLBE) subconsultants or suppliers.

B. The CITY shall make available a list of Certified W/MBEs and SLBEs.

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

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

**XVIII. CITY CODE OF ETHICS**

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

**XIX. NEGATION OF AGENT OR EMPLOYEE STATUS**

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

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

**XX. SEVERABILITY**

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

**XXI. CHOICE OF LAW**

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

**XXII. DESIGNATION OF FORUM**

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

**XXIII. AUTHORIZATION**

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

**XIV. ENTIRE AGREEMENT**

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

## **XXV. INDEMNIFICATION**

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

## **XXVI. ESTOPPEL/WAIVER**

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

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

## **XXVII. AUDIT REQUIREMENTS.**

In the event, that during the period of this Agreement, the FIRM expends more than \$750,000 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 \$750,000 during an operating year, the FIRM shall provide the CITY with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

State Single Audit: Each non-state entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if a nonstate entity expends \$750,000 or more of State financial assistance in any fiscal year of such non-state entity in accordance with the requirements of the Florida Single Audit Act.

## **XXVIII. DEFAULT**

In accordance with 2 CFR Part 200, a default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision in all Articles herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner. A cancellation for default pursuant to this Article shall not impair or limit the CITY's remedy for the FIRM's breach of warranty to the extent of work performed, not for errors or omissions in the professional engineering services prior to cancellation.



## **XXIX. BUDGET APPROPRIATIONS**

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

## **XXX. SCRUTINIZED COMPANIES**

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting with companies for (i) goods or services of any amount on either the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel and (ii) goods or services of \$1,000,000 or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria. A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount. A company that is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1,000,000 or more. FIRM certifies that it is not in violation of Section 287.135, Florida Statutes. If the CITY determines the FIRM submitted a false certification, or has been placed on the Scrutinized Companies Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or been engaged in business operations in Cuba or Syria, the CITY shall have the option to terminate this Agreement or maintain it subject to the conditions of Section 287.135 of the Florida Statutes.

## **XXXI. PUBLIC RECORDS**

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

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

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

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

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

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

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

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

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

#### **XXXII. FIRM EMPLOYEES**

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

#### **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.

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:**

KCI Technologies, Inc.

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

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

Title:  Pres  Exec/Sr Vice Pres  CEO  Gen Partner

Mgr (Mgr-Mgd LLC)  Member (Member-Mgd LLC)

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

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

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

[SEAL]

**ATTEST:**

**CITY:**

City of Tampa, Florida

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

City Clerk/Deputy City Clerk

[SEAL]

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

Jane Castor, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Marcella T. Hamilton, Assistant City Attorney

Exhibit A  
Utility Locating Services  
Contract 22-D-00004

KCI Technologies, Inc. ("Firm") has been requested to provide the following services to the City of Tampa ("City") for utility locating services that include subsurface utility location using vacuum excavation or other geophysical techniques, professional land surveying of utilities, meter box location and administrative support.

Firm shall perform the tasks outlined below:

Task 1.0      Utility Locating (Designating) Services:

Firm shall mark (designate) underground water and reclaimed water facilities owned and documented by the City, as stipulated by Florida Statutes and supervised by Sunshine 811. KCI shall respond to Sunshine 811 ticket requests via the IRTHNET system.

Firm shall locate City facilities using electromagnetic geophysical prospecting equipment intended for utility designation.

Firm shall mark City facilities using the approved American Public Works Association color scheme. Firm will apply the proper color-coded marker (paint or flag) directly above the centerline of the water main.

Firm shall respond to emergency locate requests within four (4) hours of receiving notification and shall communicate with City's representative and site contractors in order to resolve the emergency.

Task 2.0      Administrative Call Response Services:

Firm shall provide administrative support to receive, respond to, and resolve questions received from Sunshine 811 users to a publicized phone number - once every weekday. Each message will receive a call back within twenty-four (24) hours of Firm receiving the message and any associated Firm locating action(s) required to resolve the question will be enacted. The calls will be answered in the context of the City's responsibilities regarding marking of water infrastructure as defined by the Statute and Sunshine 811.

At the City's option, the publicized phone number will be a City number that is "ported" to a number at the Firm's office.

Task 3.0      Subsurface Utility Engineering (SUE) Locating Services:

## KCI TECHNOLOGIES, INC.

At the City's request, Firm shall perform subsurface utility investigation services using vacuum excavation methods and/or other geophysical prospecting techniques to expose underground utilities and to identify the vertical location of the target facility.

As stipulated by Sunshine 811, prior to any excavation activities Firm shall call in a Sunshine 811 excavation ticket for the area requested by the City and follow all applicable Sunshine 811 procedures.

Firm shall utilize air vacuum excavation methods to expose facilities the City's requested be located and provide a report detailing the findings. If additionally requested by the City for these locates, Firm shall provide surveyed location of the exposed utilities as documented by a licensed professional land surveyor.

Firm shall place a durable marker over the center of the exposed utility. Its size, material and manual depth will be documented.

Firm shall provide the personnel, equipment, and materials to perform this service.

Depending on the nature and extent of subsurface locating service(s) requested, and with City concurrence, Firm will provide these services with either a 2- or 3-man crew as follows:

- 2-man Utility Locating Crew will consist of: 1-crew lead, 1-laborer and 1-air vacuum excavation vehicle, various simple hand-tools to perform test-hole excavation, pavement cutting, backfill, pneumatic tamping and temporary pavement restoration.
- 3-man Utility Locating Crew will consist of: 1-crew lead, 2-laborers and 1 air vacuum excavation vehicle, various simple hand-tools to perform test-hole excavation, pavement cutting, backfill, pneumatic tamping and temporary pavement restoration.

### Task 4.0 Professional Land Surveying Services:

Firm shall perform land surveying services as requested by the City following surveying technical standards as stipulated by Florida Statutes. Site specific survey services shall be discussed and negotiated on a task specific basis and through Firm's project manager for this Contract. Deliverables will meet the Standards as identified in the City of Tampa Water Department – Survey Requirements dated February 14, 2020 and provided as Exhibit D.

Professional land surveyor services shall be provided by either a one-man, two-man, or 3-man crew as agreed by Firm and the City when the survey service is requested:

- One-Man Crew will consist of: 1-Crew Chief, 1-Robotic Total Station survey instrument 1-GPS unit, and 1-Fully equipped survey vehicle with hand tools required to perform standard field surveying task such as tri-pods, level rods, machetes, metal detector, survey stakes, signs and safety gear.
- Two-Man crew will consist of: 1-Crew Chief, 1- Instrument-Man, 1- Robotic Total Station survey instrument, 1- Automatic Level, 2-GPS units and 1-Fully equipped survey vehicle with hand tools required to perform standard field surveying task such as tri-pods, level rods, machetes, metal detector, survey stakes, signs and safety gear.
- Three-Man crew will consist of: 1-Crew Chief, 1- Instrument-Man, 1- Rodman, 1-Robotic Total Station survey instrument, 1- Automatic Level, 2-GPS units and 1-Fully equipped survey vehicle with hand tools required to perform standard field surveying task such as tri-pods, level rods, machetes, metal detector, survey stakes, signs and safety gear.

Task 5.0

Meter Box Location:

When directed by the City's representative, Firm shall locate and mark the locations of meter boxes the City has been unable to find. Firm will use City-provided meter service cards, Electromagnetic (EM) pipe and cable locator, Ground Penetrating Radar (GPR) techniques, and metal detecting devices to locate the meters boxes. Firm shall mark the meter box locations using the approved American Public Works Association color scheme and will install an above ground marker (provided by the City) on the curb, pointing directly at the located meter box.

Firm will provide the City with a meter location report listing the meter number and its reading, a field sketch of the location of the meter (using 3 swing-ties associating the meter with current field conditions), and pictures of the meter.

Firm shall provide the personnel, equipment, and materials to perform this service.

END SCOPE OF SERVICES

Exhibit B  
Utility Locating Services  
Contract 22-D-00004  
Hourly Rates

Classification	Loaded Rates**		
	FY23*	FY24*	FY25*
Sue Manager	\$ 183.59	\$ 188.73	\$ 194.01
Designator	\$ 85.11	\$ 87.50	\$ 89.95
Water Meter Locator	\$ 85.11	\$ 87.50	\$ 89.95
2-Man Locating Crew	\$ 300.52	\$ 308.93	\$ 317.58
3-Man Locating Crew	\$ 345.23	\$ 354.89	\$ 364.83
Admin/Clerical	\$ 117.09	\$ 120.37	\$ 123.74
Admin/One Call Phone Response	\$ 117.09	\$ 120.37	\$ 123.74
1-Man Survey Crew	\$ 99.73	\$ 102.52	\$ 105.39
2-Man Survey Crew	\$ 134.98	\$ 138.75	\$ 142.64
3-Man Survey Crew	\$ 171.44	\$ 176.25	\$ 181.18
Professional Land Surveyor	\$ 261.10	\$ 268.41	\$ 275.93
Survey CADD Technician	\$ 104.47	\$ 107.39	\$ 110.40
Additional Rodman	\$ 42.68	\$ 43.88	\$ 45.11
Vehicle Mileage per Mile	IRS rate as of 10/1/22	IRS rate as of 10/1/23	IRS rate as of 10/1/24

\*City Fiscal Year (FY) basis. Rates take effect on Oct 1 of year prior to the column heading year.

**Compensation:** For performing the services identified within Exhibit A, an upset limit amount of \$3,300,000 has been established as the fee for the work described. Invoices will be submitted monthly.

KCI TECHNOLOGIES, INC.

Exhibit E  
Utility Locating Services  
Contract 22-D-00004

CITY OF TAMPA WATER DEPARTMENT  
SURVEY REQUIREMENTS





## Tampa Water Department – Drafting Section

### CITY OF TAMPA WATER DEPARTMENT SURVEY REQUIREMENTS

#### PROVISION OF TEMPLATE

The City of Tampa Water Department (Department) will provide a Survey drawing template with all Department-accepted Layers, Linetypes, Textstyles, Dimension and Multileader Styles, Symbols (Blocks) and Civil 3D Styles (when applicable). The layers provided in the template have descriptions included and drawing entities shall be assigned to their corresponding layers. Deliverables to the Department shall be in agreement with these requirements and with the template provided.

- Drawing Layers & Symbols: Drawings shall be done using layers (Existing Layers in the Layer Properties) & symbols (blocks) provided in the Template.
- Text & Labels (Callouts): All text shall be MTEXT (Existing) and labeling shall be done using Multileaders (Existing). All text and labeling shall be annotative. Align all labels and text in plan view as necessary to ensure plan legibility.
- Dimensions: Dimension Right-of-Way (R/W) width with dimension style (ROW) provided. Dimension Baseline to R/W lines and street width (Existing).

#### FINAL PRODUCT

- AutoCAD and/or Civil 3D drawings shall be saved in the latest drawing format (Surveyor to coordinate with COT Water for versioning) and shall be delivered in an eTransmittal which shall include all references used to create the drawings.
- Plans shall be geo-referenced to the State of Florida Plane Coordinate System, Traverse Mercator, West Zone of 1983 in feet (NAD 83-90 FT). Vertical elevations shall be referenced to North American Vertical Datum of 1988 (NAVD 88).
- The Civil 3D drawings shall include all pertinent Surfaces, Points, Alignments, Pipe Networks, Profiles and Sections and related features that support these items. The Survey linework shall be two-dimensional (2D) lines and polylines with zero (0) elevation. Survey Figures will not be accepted as linework for the existing Survey. Include all Data References used to create the Civil 3D drawings.

#### DELIVERABLES

- A copy of the Base Map (Survey of all existing conditions as detailed in this document) in AutoCAD .dwg format as detailed in the Final Product. The drawing shall be formatted to show viewports and annotative texts at a scale no smaller than 1"=50'.
- One (1) Electronic Copy in Portable Document Format (PDF) of the final drawing (unlocked).
- One (1) Digitally-Signed and Sealed PDF Copy of the final drawing. If this format cannot be provided, one (1) Signed and Sealed hard copy of the final drawing will be accepted.

#### PLAN VIEW

1. Benchmark/Temporary Benchmark (TBM) Circuits: TBMs used for vertical control shall be within sight of distance and not more than 200' (feet) from the Baseline.
2. Stationing:
  - Location of beginning and end of Survey Baselines shall be geo-referenced as stated above with Northings and Eastings up to two (2) decimal places. The length and bearing of each segment of Baselines (lines and curves) shall be denoted. It shall include line and curve tables. It shall include Station Equations @ intersecting Baselines.
  - Stationing for Survey Baselines: Typically, it shall be established on the centerline of the nearest intersecting street (i.e., STA. 10+00 = Centerline of nearest street) with nails-and-caps in the street and (where possible) referenced to physical features (manhole lids, valve boxes, utility poles, etc.) such that the Baseline can be easily re-established in the field by contractor or working crew during construction. It is recommended (where possible) for Baselines to be parallel to the R/W



## Tampa Water Department – Drafting Section

and located at the center of the R/W or the Roadway.

- Direction of stationing along Survey Baseline: Stationing shall advance from West to East and/or South to North. Stationing shall read from left to right on the sheet and shall override the previous directive if applicable.
3. Right-of-Way:
- Right-of-Way/Property Lines: Show and Label (callout).
  - Identify all Rights-of-Way, roads, easements, ditches, swales and waterways within the project limits.
  - Intersections: Survey each way of the intersection to 100' (feet) beyond intersecting Rights-of-Way.
4. Detail of Survey:
- Show aboveground features, mailboxes, poles, guy wires, telephone/cable/fiber optic/traffic risers and boxes, trees and shrubs, etc.
  - Fronts of buildings: Show all building fronts. Estimate location only (location by transit not required). Obtain and show addresses.
  - Driveways and Sidewalks: Show, label and include type of material.
  - Trees:
    - Within Right of Way: Show all trees. Provide tree diameter and description for trees 5 inches or larger by indicating diameter of tree at breast height (dbh) in inches and using corresponding tree type symbol legend. Provide tree diameter and canopy for trees 32 inches or larger in diameter.
    - Outside of Right of Way: Provide tree diameter and canopy for trees 32 inches or larger that are located up to 20 feet outside of the right of way.
5. Utilities Survey within Right-of-Way:
- Determine and show all existing utilities.
  - Pipes: Label all pipeline sizes and material (where applicable).
  - Valves: Elevation of top of valve "operating nut". Identify & specify utility of valve.  
Elevation @ center of valve box covers.
  - Meters: Identify & specify meter type.
  - COT water meters: Identify type and provide meter serial number.
6. Sanitary Sewer manholes and clean-outs:
- Elevation @ center (rim) of manhole covers.
  - Pipe sizes with invert elevations and orientation.
  - Elevation @ center of cleanout within R/W & outside of R/W where accessible.
7. Storm Sewer manholes, inlets, culverts and end sections:
- Elevation @ center (rim) of manhole covers.
  - Elevations @ center (rim or grate) and/or throat of inlet structures.
  - Culverts @ top of wall and invert of pipe.
  - Pipe sizes with invert elevations and orientation.
  - Elevation at invert of end section.

### ELEVATIONS-SPOT GRADES (POINTS):

- Provide Elevations (points) at 50' intervals.
- Elevations @ center of pavement, edge of pavement, curbs and sidewalks, and R/W.
- If ditch is present, obtain elevations at top of bank, toe of slope, and center of ditch.
- If swale is present, obtain elevations at top of bank and flow line.



## Tampa Water Department – Drafting Section

### COT WATER DRAFTING LAYER STANDARDS

- The COT Water Drafting Layers follow the National CADD Standards format. For design, it is a two-digit, four-digit (max), four-digit (max) & four-digit (max) layer name. For reference, it is a two-digit & reference identification layer name.
  - B0 (Base-Zero (General)) = A general, paper space, or reference layer.
  - Be (Base-Existing) = Existing linework and text in the reference (based on survey) file.
  - Ge (Grading-Existing) = Existing grading linework and text in the reference file.
  - Le (Landscape-Existing) = Existing landscape linework and text in the reference file.
  - Ue (Utility-Existing) = Existing utility linework and text in the reference file.

Name	Color	Linetype	Plot Style	Description
0	white	Continuous	Color_7 0	
B0-Blocks	white	Continuous	Color_7	Base: General: Paper Space Blocks
B0-Border	yellow	Continuous	Color_2	Sheet: Border Linework
B0-Border-Txt	red	Continuous	Color_1	Sheet: Border Text
B0-Gnrl-Mask	250	Continuous	Color_250	Base: General: Masking:
B0-Image	151	Continuous	Color_151	Images, PDFs, TIFFs, JPEGs
B0-Invisible	186,226,253	Continuous	Color_254	No Plot: Viewports and Block Information
B0-Mask	250	Continuous	Color_250	Blocks: 250 color for white hatch
B0-Rev	cyan	Continuous	Color_4	Revision Clouds
B0-Text	white	Continuous	Color_7	Proposed: Text, Notes, Callouts (On Paper Space)
B0-Xref	151	Continuous	Color_151	External References
Be-Bldg	181	Continuous	Color_181	Existing: Buildings
Be-Bldg-Text	183	Continuous	Color_183	Existing: Building: Text
Be-Dims	65	Continuous	Color_65	Existing: Text: Dimensions
Be-Ease	white	HIDDEN2	Color_7	Existing: Easements
Be-Ease-Text	magenta	Continuous	Color_6	Existing: Easement: Text
Be-Feat	52	Continuous	Color_52	Existing: Features (i.e. Fences, Mailboxes, Benches, Signs, etc.)
Be-Feat-Text	53	Continuous	Color_53	Existing: Feature: Text (Generic)
Be-Prop	157	MDPROP	Color_157	Existing: Internal Property Lines
Be-Prop-Adj	147	SMPROP	Color_147	Existing: Adjacent Property Lines
Be-Prop-Mon	147	Continuous	Color_147	Existing: Internal Property Line: Monumentation
Be-Prop-Row	146	LEGALROW	Color_146	Existing: Internal Property Line: Rights-of-way
Be-Prop-Text	163	Continuous	Color_163	Existing: Property Text
Be-Pvmt	red	Continuous	Color_1	Existing: Pavement (General)
Be-Pvmt-Asph-Htch	255	Continuous	Color_255	Existing: Asphalt Pavement Hatch
Be-Pvmt-Htch	252	Continuous	Color_252	Existing: Sidewalk & Driveway Hatches
Be-Pvmt-Text	magenta	Continuous	Color_6	Existing: Pavement: Text (Generic)
Be-Pvmt-Walk	magenta	Continuous	Color_6	Existing: Sidewalks
Be-Road-Cntl	55	CENTER	Color_55	Existing: Road: Centerlines
Be-Road-Mrkg	135	Continuous	Color_135	Existing: Road: Markings
Be-Road-Text	143	Continuous	Color_143	Existing: Road: Text
Be-Text	65	Continuous	Color_65	Existing: Text: Generic
Be-Wtld	125	WETLAND	Color_125	Existing: Wetlands



## Tampa Water Department – Drafting Section

Be-Wtld-Buff	154	MDDASH	Color_154	Existing: Wetland: Flags
Be-Wtld-Htch	111	Continuous	Color_111	Existing: Wetland: Hatches
Be-Wtld-Text	113	Continuous	Color_113	Existing: Wetland: Text
Be-Wtrw	155	WATER-EDGE	Color_155	Existing: Waterways (i.e. Edge of water, Ponds, Rivers, etc.)
Defpoints	white	Continuous	Color_7	Defpoints
Ge-Grad	56	EXSMDASH	Color_56	Grading: Existing: Contours (i.e. 1' or 2')
Ge-Grad-Indx	96	CONTOUR-INDEX	Color_96	Grading: Existing: Contours (Indexed i.e. 5' or 10')
Ge-Grad-TOB	96	BERM	Color_96	Grading: Existing: Top of Bank
Ge-Grad-TOE	56	DASHDOT2	Color_56	Grading: Existing: Toe of Slope
Ge-Spot	55	Continuous	Color_55	Grading: Existing: Spots
Ge-Swle	125	WATER-STREAM	Color_125	Grading: Existing: Swales
Ge-Text	55	Continuous	Color_55	Grading: Existing: Text (i.e. slopes, swales, etc.)
Le-Tree	67	Continuous	Color_67	Landscape: Existing: Trees
Le-Tree-Text	65	Continuous	Color_65	Landscape: Existing: Tree: Text
Ue-Catv	71	EXIST-C	Color_71	Utilities: Existing: Cable TV
Ue-Catv-Text	72	Continuous	Color_72	Utilities: Existing: Cable TV: Text
Ue-Elec	30	EXIST-E	Color_30	Utilities: Existing: Electric
Ue-Elec-Text	31	Continuous	Color_31	Utilities: Existing: Electric: Text
Ue-Fuel	34	EXIST-FUEL	Color_34	Utilities: Existing: Fuel (i.e. Petroleum Product Lines, etc.)
Ue-Gas	34	EXIST-G	Color_34	Utilities: Existing: Gas
Ue-Gas-Text	35	Continuous	Color_35	Utilities: Existing: Gas Text
Ue-Misc	60	EXIST-MISC	Color_60	Utilities: Existing: Miscellaneous
Ue-Ohw	30	EXIST-OH	Color_30	Utilities: Existing: Overhead Wires (Type Unknown)
Ue-San	40	EXIST-S	Color_40	Utilities: Existing: Sanitary Sewer
Ue-San-Text	41	Continuous	Color_41	Utilities: Existing: Sanitary Sewer: Text
Ue-Stm	111	SMPPIPE	Color_111	Utilities: Existing: Storm Sewer
Ue-Stm-Text	112	Continuous	Color_112	Utilities: Existing: Storm Sewer: Text
Ue-Tele	91	EXIST-T	Color_91	Utilities: Existing: Telephone
Ue-Tele-Text	92	Continuous	Color_92	Utilities: Existing: Telephone: Text
Ue-Text	red	Continuous	Color_1	Utilities: Existing: Text (Generic)
Ue-Traf	32	EXIST-TRAF	Color_32	Utilities: Existing: Traffic (i.e. Signal Wires & Loop Detectors)
Ue-Traf-Text	33	Continuous	Color_33	Utilities: Existing: Traffic: Text
Ue-Unk	60	EXIST-UNK	Color_60	Utilities: Existing: Unknown
Ue-Wtr	160	EXIST-W	Color_160	Utilities: Existing: Water: Mains
Ue-Wtr-Fire	164	EXIST-F	Color_164	Utilities: Existing: Water: Fire Lines
Ue-Wtr-Lat	160	Continuous	Color_160	Utilities: Existing: Water: Laterals
Ue-Wtr-Recl	166	EXIST-RWL	Color_166	Utilities: Existing: Water: Reclaimed
Ue-Wtr-Text	162	Continuous	Color_162	Utilities: Existing: Water: Text

## CITY OF TAMPA INSURANCE REQUIREMENTS DB/GMP

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, subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Firm's maintenance of insurance coverage as required herein is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation Firm's affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s) whether during the term of the Agreement or after as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement to which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as a material breach of the Agreement. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect itself (charging Firm for same) and at City's option suspending Firm's performance until such coverage is in place. If Firm does not reimburse City for such costs within 10 days after demand, in addition to any other rights, City shall also have the right to offset such costs from amounts due Firm under any agreement with the City. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

The City reserves the right from time to time to modify or waive any or all of these insurance requirements (or to reject policies) based on the specific nature of goods/services to be provided, nature of the risk, prior experience, insurer, coverage, financial condition, failure to operate legally, or other special circumstances. If Firm maintains broader coverage and/or higher limits than the minimums shown herein, the City requires and shall be entitled to such broader coverage and/or higher limits maintained by Firm. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements are sufficient to cover Firm's interests, liabilities, or obligations. Required insurance shall not limit Firm's liability.

Firm acknowledges and agrees Firm and not the City is the party in the best position to determine applicability (e.g. "IF APPLICABLE"), confirm, and/or verify its insurance coverage. Acceptance by the City, or by any of its employees, representatives, agents, etc. of certificates or other documentation of insurance or policies pursuant to the terms of this document and the Agreement evidencing insurance coverages and limits does not constitute approval or agreement that the insurance requirements have been met or that coverages or policies are in compliance. Furthermore, receipt, acceptance, and/or approval of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its employees, representatives, agents, etc., which indicate less coverage than required does not constitute a waiver of Firm's obligation to fulfill these insurance requirements.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

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

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds, Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements. If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 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, Firm will provide an increasing amount of liability coverage as the amount of work increases. A \$50M excess liability tower will be provided for the first three years. Limits will be reviewed at the renewal for appropriateness, with an eventual maximum limit of \$100M in excess coverage. May also compensate for a deficiency in CGL, AL, or WC. (ALWAYS APPLICABLE)

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

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

G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPL)/ Medical Malpractice Insurance where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least \$1M per occurrence and \$2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. (IF APPLICABLE)

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

I. Pollution and/or Asbestos Legal Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least \$1M per occurrence and \$2M aggregate, maintained for at least 3 years after Agreement completion. (IF APPLICABLE)

J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data, managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services and products are involved. Limits of not less than \$2M per occurrence and \$2M aggregate. Coverage sufficiently broad to respond to duties and obligations undertaken by Firm, and shall include, but not be limited to, claims involving infringement of intellectual property/copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses. (IF APPLICABLE)

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

L. Longshore & Harbor Workers' Compensation Act/Jones Act for work

being conducted near, above, or on "navigable waters" for not less than the above Employer's Liability Insurance limit. **(IF APPLICABLE)**

M. Garagekeeper/Hangerkeeper/Marina Operator Legal Liability Insurance and/or Hull/P&I Insurance where parking lot, valet, dealership, garage services, towing, etc. and/or operation of a hangar, marina, or air plane/ship repairer, providing safe berth, air/watercraft storage/docking (on land/ in water), fueling, tours, charters, ferries, dredges, tugs, mooring, towing, boat/aircraft equipment/repair/alteration/maintenance, etc.; cover- age against liability for damage to vehicles air/watercraft, their machinery in Firm's care, custody, or control both private & commercial. Limits at least equal to greater of \$1M, value of max number of vehicles that may be in Firm's custody, or of most costly object in Firm's custody. **(IF APPLICABLE)**

N. Property Insurance and Interruption of Business (COB) Insurance where premises, building, structure, or improved real property is leased, licensed, or

otherwise occupied by Firm. Property Insurance against all risks of loss to any occupant/tenant improvements at full replacement cost with no coinsurance penalty, including fire, water, leak damage, and flood, as applicable, vandalism and malicious mischief endorsements. IOB by which minimum monthly rent will be paid to City for up to 1 year if premises are destroyed, rendered inaccessible or untenable, including disruption of utilities, water, or telecommunications. **(IF APPLICABLE)**

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

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

#### ADDITIONAL REQUIREMENTS

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

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

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

- Contract Administration Department, 306 E Jackson St, Tampa, FL 33602     Purchasing Department, 306 E Jackson Street, Tampa, FL 33602  
 Other: \_\_\_\_\_

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

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

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

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

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

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

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

UNAVAILABILITY- To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

WAIVER OF SUBROGATION - With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

WAIVER/RELEASE AGREEMENT - Where Firm has a defined group of persons who might be exposed to harm (e.g. participants in an athletic event/program, volunteers) any waiver or release agreement used by Firm whereby such persons (and their parent/guardian as applicable) discharge Firm from claims and liabilities, shall include the City, its elected officials, departments, officers, officials, employees, and volunteers to the same extent as Firm.



**Failure to Complete, Sign and Submit Both Forms 10 & 20 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)**  
**(FORM MBD-10)**

Contract No.: 22-D-00004 Contract Name: Utility Locating Services  
 Company Name: KCI Technologies, Inc. Address: 4041 Crescent Park Drive, Tampa, FL 33578  
 Federal ID: 52-1604386 Phone: 813-740-2300 Fax: N/A Email: richard.dubaj@kci.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 MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses**

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
Federal ID					
W 26-4651337	Applied Ecology 2608 South 86th Street, Ste. I, Tampa, FL 33619 O: 321-499-3336 // F: 321-477-0800 clistopad@appliedecology.com	HF	925, 907, 905, 918, 206, 920, 926, 208, 962 961, 209,	E P	Y
W 59-300-9648	Spectra Engineering & Research, Inc. 4401 Vineland Road, Ste. A6, Orlando, FL 32811 P: 407-951-8844 // F: 850-942-2717 spectra@spectraenr.com	BM	906, 925, 912-77	E P	Y
S W 81-0763816	Cornerstone Barricades, Inc. 5434 56th Commerce Park Blvd., Tampa, FL 33610 O: 813-533-3014 // F: 352-377-8976 estimating@cornerstonebarricades.com	BM	914 912 906 925	E P	Y

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

Signed: Scott Riddle Name/Title: Scott Riddle, Sr VP Utilities Market Leader Date: 03/25/2022

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



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

**Page 3 of 4 – DMI Solicited/Utilized Schedules**  
**City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)**  
**(FORM MBD-20)**

Contract No.: 22-D-00004 Contract Name: Utility Locating Services  
 Company Name: KCI Technologies, Inc. Address: 4041 Crescent Park Drive, Tampa, FL 33578  
 Federal ID: 52-1604386 Phone: 813-740-2300 Fax: N/A Email: richard.dubaj@kci.com

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

See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)

**Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses**

No Subcontracting/consulting (of any kind) will be performed on this contract.

No Firms are listed to be utilized because: \_\_\_\_\_

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

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
W 26-4651337	Applied Ecology 2608 South 86th Street, Ste. I, Tampa, FL 33619 O: 321-499-3336 // F: 321-477-0800 clistopad@appliedecology.com	HF	925, 208, 918, 209, 926, 905, 961, 920, 907, 962, 206	N/A	20%
W 59-300-9648	Spectra Engineering & Research, Inc. 4401 Vineland Road, Ste. A6, Orlando, FL 32811 P: 407-951-8844 // F: 850-942-2717 spectra@spectraenr.com	BM	906, 925,9 12-77	N/A	9%
S W 81-0763816	Cornerstone Barricades, Inc. 5434 56th Commerce Park Blvd., Tampa, FL 33610 O: 813-533-3014 // F: 352-377-8976 estimating@cornerstonebarricades.com	BM	914 912 906 925	N/A	4%

Total ALL Subcontract / Supplier Utilization \$ 1.089M  
 Total SLBE Utilization \$ 132K  
 Total WMBE Utilization \$ 1.089M  
 Percent SLBE Utilization of Total Bid/Proposal Amt. 4 % Percent WMBE Utilization of Total Bid/Proposal Amt. 33 %

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

Signed: Scott Riddle Name/Title: Scott Riddle, Sr VP Utilities Market Leader Date: 03/25/2022

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



0000190320-01

# Tampa Bay Times Published Daily

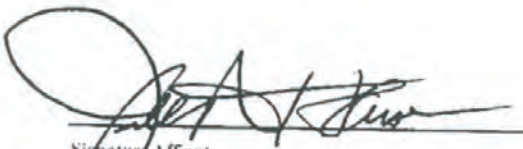
STATE OF FLORIDA  
COUNTY OF Hillsborough

**City of Tampa**  
RFQ 22-D-00004 : Utility Locating  
Services Water Department;  
Deadline 2 PM, December 2, 2021.  
Download RFQ at DemandStar.com  
and <https://www.tampa.gov/contract-administration/programs/architectural-engineering-construction-and-related-rfq>.  
(190320) 10/24/2021

} ss

Before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida, that the attached copy of advertisement, being a Legal Notice in the matter **RE: RFQ 22-D-00004** was published in **Tampa Bay Times: 10/24/21** in said newspaper in the issues of **Baylink Hillsborough**

Affiant further says the said **Tampa Bay Times** is a newspaper published in Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

  
\_\_\_\_\_  
Signature Affiant

Sworn to and subscribed before me this **10/24/2021**

  
\_\_\_\_\_  
Signature of Notary Public

Personally known       X       or produced identification

Type of identification produced \_\_\_\_\_





## CITY OF TAMPA, FLORIDA - RFQ

c/o Contract Administration Department  
306 East Jackson Street #280A4N  
Tampa, Florida 33602

### 22-D-00004; Utility Locating Services – Water Department

PUBLIC ANNOUNCEMENT IN COMPLIANCE WITH REQUIREMENTS OF SECTION 287.055, FLORIDA STATUTES (CONSULTANTS' COMPETITIVE NEGOTIATION ACT), APPLICABLE LAW, EXECUTIVE ORDERS, RULES, REGULATIONS, AND THE CITY'S STANDARD PROCEDURES. A NOTICE OF INTENT TO AWARD SHALL BE POSTED, IF AT ALL, ON THE CITY'S WEBSITE ACCESSIBLE BY UTILIZING THIS WEBSITE LINK: [www.tampagov.net/contract-administration/programs/architectural-engineering-construction-and-related-rfqs](http://www.tampagov.net/contract-administration/programs/architectural-engineering-construction-and-related-rfqs).

The City of Tampa desires to contract with a Professional Engineering firm to perform underground utility locating services for the City of Tampa Water Department.

Services consist of utility locating as required by the Chapter 556 entitled Underground Facility Damage Prevention and Safety of the Florida Statutes. These services include receiving tickets from the Sunshine 811 of Florida (811), researching record drawings, field locating utilities, and closing out 811 tickets. Other services may include: 1. Subsurface Utility Engineering (SUE) using vacuum excavations, ground penetrating radar, or other means; 2. Professional Land Surveying of existing utilities. 3. Assisting Water Department Distribution and Consumer Services Division Staff in locating meter boxes.

The services are anticipated for a three-year period.

Total fees are estimated at about \$3,300,000.

Additional material may be found at [demandstar.com](http://demandstar.com) and at: [www.tampagov.net/contract-administration/programs/architectural-engineering-construction-and-related-rfqs](http://www.tampagov.net/contract-administration/programs/architectural-engineering-construction-and-related-rfqs)

Questions may be directed to Jim Greiner, P.E., Contract Administration, City of Tampa, (813) 274-8598, or E-Mail [jim.greiner@tampagov.net](mailto:jim.greiner@tampagov.net).

An individual or entity ("Firm") responding to this RFQ must provide evidence of any required licenses, certificates, or registrations with its submission or within 10 days thereof in order to be considered. The City shall own all ideas, documents, plans, and materials developed as a result of this solicitation and Firm is informed same shall be subject to reuse in accordance with Section 287.055(10), Florida Statutes. Firm (i) confirms it has read and is familiar with Section 119.071(3), Florida Statutes regarding certain building plans, blueprints, schematic drawings, which depict the internal layout and structural elements of a building, facility, or other structure owned or operated by the City or other agency that are per said section exempt from Section 119.07(1), Florida Statutes and Section 24(a), Art. I of the Florida Constitution ("Exempt Plans") and (ii) agrees Firm shall remain in compliance with same, including maintaining the exempt status of such Exempt Plans for so long as they are held by Firm or otherwise in its possession. Pursuant to Section 2-282, City of Tampa Code, during the solicitation period, including any protest or appeal, NO CONTACT with City officers or employees is permitted from any proposer, other than as specifically stated in this solicitation. The City may cancel, withdraw, or modify this RFQ at any time and reserves the right to reject any or all responses and to waive irregularities, formalities, and informalities as it determines in the City's best interest.

Firms desiring to provide these services to the City must submit a single electronic file in searchable PDF format, Smaller than 5MB, that includes the attached RFQ Transmittal Memorandum completed as appropriate, a Letter of Interest addressed to Brad L. Baird, P.E., Chairman, and referring to this RFQ by number, together with a Statement of Qualifications and any supplemental material allowing evaluation for further consideration (short-listing) based upon the following criteria/point system: Utility Locating Experience, (30); Subsurface utility engineering (SUE) experience, (20); Professional Land Surveying Experience (10); Government Project Admin. Exp., (10); Past performance/Low amount of City work (5); Standard Form #330.(5); Planned WMBE/SLBE Solicitation & Utilization, Form MBD 10 & 20 (20 pts).

The PDF file must be **E-Mailed to [ContractAdministration@tampagov.net](mailto:ContractAdministration@tampagov.net) BEFORE 2 P.M., December 2, 2021**. As a courtesy, the City will endeavor provide an email acknowledgement usually sent within a few days after submission receipt (submissions received on the day of the deadline may not be acknowledged before the deadline or at all). It is Firm's responsibility to confirm its submission (PDF file) has been received.



EBO Guidelines for Evaluation Points on RFP and CCNA Proposals

Points Pursuant to Designated Industry Category: _____		
FORM MBD-71		
(Refer to MBD Form 70 and Form 50-GFE Outreach)		
	Evaluation Criteria	Point Values
A.	Underutilized WMBE Firms participating as the Prime Contractor (City of Tampa Certified Only)	20
B.	City of Tampa Certified SLBE firms participating as the Prime Contractor, which include City of Tampa Certified WMBE/SLBE sub-(contractor, consultant) participation	5 - 15
C.	Non-City of Tampa Certified WMBE/SLBE Prime Contractor with meaningful sub-(contractor, consultant) participation by City Certified Underutilized WMBE and/or SLBE firms	1 - 15
D.	* External agency WMBE/SLBE/DBE certifications recognized by City of Tampa for designated RFP, RFQ, RFI solicitations	0 - 7
<b>NOTE: The maximum points available for WMBE and/or SLBE participation will not exceed twenty (20)</b>		

Points are determined as follows (Requires Form 50-GFE):

- A. A maximum of twenty (20) rating points may be awarded when the Proposer is a City of Tampa Certified WMBE firm deemed underutilized within the Industry category established by the RFQ.
- B. A maximum of fifteen (15) rating points may be awarded when the Proposer is a City of Tampa certified SLBE with meaningful participation by City certified WMBE/SLBE sub-contractors/consultants.
- C. One to Fifteen (1-15) rating points may be awarded when the Proposer is not a City of Tampa certified WMBE/SLBE prime contractor but utilizes either Underutilized WMBE and/or SLBE certified firm(s) as sub-contractors/consultants and assigned to perform meaningful segments of the contractual services detailed herein and documented on the enclosed MBD Form 10-20.
- D. A maximum of seven (7) "discretionary" rating points may be awarded when the Proposer provides WMBE/SLBE participation from an external agency recognized by the City. Discretionary points may be awarded for ancillary participation (see definition). The point values for ancillary participation may be subordinate to weighted values outlined in categories A, B and C above.

**NOTE:** \*WMBE participation is narrowly tailored (per policy) to target underutilization of affected groups in specific trade/industry categories. Any WMBE/SLBE achievement that was not designated on MBD Form 70 is considered ancillary. Ancillary participation may be counted with overall participation and credited to your rating points when underutilization criteria are met.

**The maximum number of points available for WMBE and/or SLBE participation will not exceed a total of twenty (20) points.**



## EBO Guidelines for Evaluation Points on RFP and CCNA Proposals

### Equal Business Opportunity Evaluation Weighted Points: CCNA Proposal Guidelines

Under CCNA solicitations, proposers must submit to preconstruction Good Faith Efforts (GFE) requirements covering the inclusion of City of Tampa certified WMBE & SLBE firms. Such inclusion shall be clearly addressed and documented utilizing Forms MBD 10, 20 & 50. Proof of certification shall include copies of current certification certificates. This applies to ALL Phase 1 preconstruction design services.

Points awarded during the shortlist selection process will be more heavily weighted predominantly on the design side (this does not preclude identification of phase 2 projections of construction participation which follow in the future, i.e., GMPs). In order to ensure the maximum points, a proposer must **clearly identify and quantify** its planned participation without ambiguity. Simply marking "To Be Determined" (TBD) will not satisfy this requirement and may receive significantly lower ratings. Finally, additional favorable consideration will be granted to the firm(s) that beyond all others, provide(s) the highest *relevant* and most binding participation.

The evaluation includes but is not limited to the following criteria:

- Diversity of WMBE/SLBE subcontractors listed to be utilized (MBD Form 20)
- Percentage of proposal/scope committed to WMBE/SLBE subcontracting
- The collective factors in determining the total points awarded will be based on the overall weight of evidence in the proposal that specified the participation.

In all cases, the Proposer and/or subcontractor(s) must be WMBE and/or SLBE certified prior to the opening date and time of the RFP to be eligible to earn WMBE/SLBE rating points. The evaluation process of WMBE and SLBE participation will be evaluated by the City of Tampa's Equal Business Opportunity Department. The Successful Proposer will be required to execute MBD Form 40 (Letter of Intent-LOI) with their subcontractors/sub-consultants prior to award.



**Good Faith Effort Compliance Plan Guidelines**  
 for Women/Minority Business Enterprise/Small Local Business Enterprise Participation  
 City of Tampa - Equal Business Opportunity Program  
 (MBD Form 50 – detailed instructions on page 2 of 2)

Contract Name \_\_\_\_\_ Bid Date \_\_\_\_\_  
 Bidder/Proposer \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Title \_\_\_\_\_

The Compliance Plan with attachments is a true account of Good Faith Efforts (GFE) made to achieve the participation goals as specified for Women/Minority Business Enterprises/Small Local Business Enterprises (WMBE/SLBE) on the referenced contract:

The WMBE/SLBE participation Goal is Met or Exceeded. See DMI Forms 10 and 20 which accurately report all subcontractors solicited and all subcontractors to-be-utilized.

The WMBE/SLBE participation Goal is Not Achieved. The following list is an overview of the baseline GFE action steps already performed. Furthermore, it is understood that these GFE requirements are weighted in the compliance evaluation based on the veracity and demonstrable degree of documentation provided with the bid/proposal:

(Check applicable boxes below. Must enclose supporting documents accordingly with remarks)

- (1) Solicited through reasonable and available means the interest of WMBE/SLBEs that have the capability to perform the work of the contract. The Bidder or Proposer must solicit this interest within sufficient time to allow the WMBE/SLBEs to respond. The Bidder or Proposer must take appropriate steps to follow up initial solicitations with interested WMBE/SLBEs.  See DMI report forms for subcontractors solicited.  See enclosed supplemental data on solicitation efforts.  Qualifying Remarks:
- (2) Provided interested WMBE/SLBEs with adequate, specific scope information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the requested-scope identified by bidder/proposer for the solicitation.  See enclosed actual solicitations used.  Qualifying Remarks:
- (3) Negotiated in good faith with interested WMBE/SLBEs that have submitted bids (e.g. adjusted quantities or scale). Documentation of negotiation must include the names, addresses, and telephone numbers of WMBE/SLBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with WMBE/SLBEs to perform the work. Additional costs involved in soliciting and using subcontractors is not a sufficient reason for a bidder/proposer's failure to meet goals or achieve participation, as long as such costs are reasonable. Bidders are not required to accept excessive quotes in order to meet the goal.  DMI Utilized Forms for sub-(contractor/consultant) reflect genuine negotiations  This project is an RFQ/RFP in nature and negotiations are limited to clarifications of scope/specifications and qualifications.  See enclosed documentation.  Qualifying Remarks:
- (4) Not rejecting WMBE/SLBEs as being unqualified without justification based on a thorough investigation of their capabilities. The WMBE/SLBEs standing within its industry, membership in specific groups, organizations / associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the goals.  Not applicable.  See attached justification for rejection of a subcontractor's bid or proposal.  Qualifying Remarks:
- (5) Made scope(s) of work available to WMBE/SLBE subcontractors and suppliers; and, segmented portions of the work or material consistent with the available WMBE/SLBE subcontractors and suppliers, so as to facilitate meeting the goal.  Sub-Contractors were allowed to bid on their own choice of work or trade without restriction to a pre-determined portion.  See enclosed comments.  Qualifying Remarks:
- (6) Made good faith efforts, despite the ability or desire of Bidder/Proposer to perform the work of a contract with its own forces/organization. A Bidder/Proposer who desires to self-perform the work of a contract must demonstrate good faith efforts if the goal has not been met.  Sub-Contractors were not prohibited from submitting bids/proposals and were solicited on work typically self-performed by the prime.  Qualifying Remarks:
- (7) Segmented portions of the work to be performed by WMBE/SLBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units (quantities/scale) to facilitate WMBE/SLBE participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.  Sub-Contractors were allowed to bid on their own choice of work or trade without restriction to a pre-determined portion.  Sub-Contractors were not prohibited from submitting bids/proposals and were solicited on work typically self-performed by the prime.  See enclosed comments.  Qualifying Remarks:
- (8) Made efforts to assist interested WMBE/SLBEs in obtaining bonding, lines of credit, or insurance as required by the city or contractor.  See enclosed documentation on initiatives undertaken and methods to accomplish.  Qualifying Remarks:
- (9) Made efforts to assist interested WMBE/SLBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, including participation in an acceptable mentor-protégé program.  See enclosed documentation of initiatives and/or agreements.  Qualifying Remarks:
- (10) Effectively used the services of the City and other organizations that provide assistance in the recruitment and placement of WMBE/SLBEs.  See enclosed documentation.  The following services were used:

Note: Provide any unsolicited information that will support the Bid/RFP Compliance Evaluation.  Named Documents Are:



**Participation Plan: Guidance for Complying with Good Faith Efforts Outreach**  
(page 2 of 2)

1. All firms on the WMBE/SLBE Goal Setting List must be solicited and documentation provided for email, fax, letters, phone calls, and other methods of outreach/communication with the listed firms. The DMI Solicited and DMI-Utilized forms must be completed for all firms solicited or utilized. Other opportunities for subcontracting may be explored by consulting the City of Tampa MBD Office and/or researching the on-line Diversity Management Business System Directory for Tampa certified WMBE/SLBE firms.
2. Solicitation of WMBE/SLBEs, via written or electronic notification, should provide specific information on the services needed, where plans can be reviewed and assistance offered in obtaining these, if required. Solicitations should be sent a minimum of a week (i.e. 5 business days or more) before the bid/proposal date. Actual copies of the bidder's solicitation containing their scope specific instructions should be provided.
3. With any quotes received, a follow-up should be made when needed to confirm detail scope of work. For any WMBE/SLBE low quotes rejected, an explanation shall be provided detailing negotiation efforts.
4. If a low bid WMBE/SLBE is rejected or deemed unqualified the contractor must provide an explanation and supporting documentation for this decision.
5. Prime shall break down portions of work into economical feasible opportunities for subcontracting. The WMBE/SLBE directory may be useful in identifying additional subcontracting opportunities and firms not listed in the "WMBE/SLBE Goal Setting Firms List."
6. Contractor shall not preclude WMBE/SLBEs from bidding on any part of work, even if the Contractor may desire to self-perform the work.
7. Contractor shall avoid relying solely on subcontracting out work-scope where WMBE/SLBE availability is not sufficient to attain the pre-determined subcontract goal set for the Bid or when targeted sub-consultant participation is stated within the RFP/RFQ.
8. In its solicitations, the Bidder should offer assistance to WMBE/SLBEs in obtaining bonding, insurance, et cetera, if required of subcontractors by the City or Prime Contractor.
9. In its solicitation, the Bidder should offer assistance in obtaining equipment for a specific job to WMBE/SLBEs, if needed.
10. Contractor should use the services offered by such agencies as the City of Tampa Minority and Small Business Development Office, Hillsborough County Entrepreneur Collaborative Center, Hillsborough County Economic Development Department's MBE/SBE Program and the NAACP Empowerment Center to name a few for the recruitment and placement of WMBEs/SLBEs.





## Page 2 of 4 – DMI Solicited/Utilized

### Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form (Form MBD-10)

**This form must be submitted with all bids or proposals.** All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the "Sub-(Contractors/Consultants/Suppliers) Payments" form (MBD Form-30) must be submitted with every pay application and invoice. Note: Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted or solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

The following instructions are for information of any and all subcontractors solicited.

- **"S" = SLBE, "W" = WMBE.** Enter "S" for firms Certified by the City as Small Local Business Enterprises and/or "W" for firms Certified by the City as either Women/Minority Business Enterprise; **"O" = Non-certified others.**
- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes aka "National Institute of Governmental Purchasing" are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method(s) of soliciting for bid.
- **Quote or Resp. (response) Rec'd (received) Y/N.** Indicate "Y" Yes if you received a quotation or if you received a response to your solicitation. Indicate "N" No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.





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

**Page 3 of 4 – DMI Solicited/Utilized Schedules**  
**City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)**  
**(FORM MBD-20)**

Contract No.: \_\_\_\_\_ Contract Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Federal ID: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

**See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)**

Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

**No Subcontracting/consulting (of any kind) will be performed on this contract.**

**No Firms are listed to be utilized because:** \_\_\_\_\_

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

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %

Total ALL Subcontract / Supplier Utilization \$ \_\_\_\_\_  
Total SLBE Utilization \$ \_\_\_\_\_  
Total WMBE Utilization \$ \_\_\_\_\_  
Percent SLBE Utilization of Total Bid/Proposal Amt. \_\_\_\_\_% Percent WMBE Utilization of Total Bid/Proposal Amt. \_\_\_\_\_%

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

Signed: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

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



## Page 4 of 4 DMI – Solicited/Utilized

### Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form (Form MBD-20)

*This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) projected to be utilized must be included on this form.* Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

**Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the City, but will self-perform all work. When subcontractors are utilized during the performance of the contract, the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. Note: certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors, including completion and submitting Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box; provide brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. Note: mandatory compliance with Good Faith Effort outreach (GFCEP) requirements applies (MBD Form-50) and supporting documentation must accompany the bid.
- **See attached documents.** Check box, if after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of MBD-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for information of Any and All subcontractors To Be Utilized.

- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at <http://www.tampagov.net/mbd> “Information Resources”.
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs).
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent. For CCNA only (i.e. Consultant A/E Services) you must indicate subcontracts as percent of total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.

## Procurement Guidelines To Implement Minority & Small Business Participation

### Underutilized WMBE Primes by Industry Category

FORMAL PROCUREMENT	Construction	Construction-Related	Professional	Non-Professional	Goods
	Black	Asian	Black	Black	Black
	Hispanic	Native Am.	Hispanic	Asian	Hispanic
	Native Am.	Woman	Asian	Native Am.	Asian
	Woman		Native Am.		Native Am.
			Woman		Woman

### Underutilized WMBE Sub-Contractors / Sub-Consultants

SUB WORK	Construction	Construction-Related	Professional	Non-Professional	Goods
	Black	Black	Black	Black	Black
		Asian	Hispanic	Asian	Asian
		Native Am.	Asian	Native Am.	Native Am.
		Woman	Native Am.		Woman
			Woman		

#### Policy

The Guidelines apply to formal procurements and solicitations. WMBE participation will be narrowly-tailored.

#### Index

- Black = Black/African-American Business Enterprise
- Hispanic = Hispanic Business Enterprise
- Asian = Asian Business Enterprise
- Native Am. = Native American Business Enterprise
- Woman = Woman Business Enterprise (Caucasian)

#### Industry Categories

**Construction** is defined as: new construction, renovation, restoration, maintenance of public improvements and underground utilities.

**Construction-Related Services** are defined as: architecture, professional engineering, landscape architecture, design build, construction management services, or registered surveying and mapping.

**Professional Services** are defined as: attorney, accountant, medical doctor, veterinarian, miscellaneous consultant, etc.

**Non-Professional Services** are defined as: lawn maintenance, painting, janitorial, printing, hauling, security guard, etc.

**Goods** are defined as: all supplies, materials, pipes, equipment, machinery, appliances, and other commodities.

#### MBD Form-70

**RFQ TRANSMITTAL MEMORANDUM  
FOR A SUBMITTAL TO THE CITY OF TAMPA, FLORIDA**

TRANSMITTAL DATE:

RFQ NO. & TITLE: **22-D-00004; Utility Locating Services – Water Department**  
 TO: Brad L. Baird, P. E., Chairman Selection & Certification Committee (CCNA)  
 c/o Contract Administration Department via [ContractAdministration@tampagov.net](mailto:ContractAdministration@tampagov.net)  
 306 East Jackson Street, 4th Floor North, Tampa, Florida 33602

SUBMITTER ("Firm") NAME:

FEDERAL TAX ID#:

FIRM TYPE:

- Individual/Sole Proprietor     Joint Venture (JV)\*     Partnership (PN)\*     Corporation  
 Limited Liability Company     Other: \_\_\_\_\_

FIRM CONTACT NAME:

EMAIL:

PHONE:

CERTIFICATIONS: Firm is licensed, permitted, and certified as required to do business in Florida:  Yes |  No  
 License/registration/certification no(s): \_\_\_\_\_

Per §287.133, Fla. Stat., individuals or entities (including those meeting the §287.133, Fla. Stat. definition of "affiliate") placed on the convicted vendor list ("List") following a conviction for public entity crimes may not submit a bid, proposal, or reply ("Response") on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the repair or construction of a public building or public work, may not submit a Response for leases of real property to a public entity, and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat. for CATEGORY TWO for a period of 36 months from the date of placement on the List. Neither Firm nor its affiliates have been placed on the List:  Yes  No

Firm's own initial application for employment has criminal history screening practices similar to those contained in Chapter 12, Article VI, Tampa Code (responses, whether "Yes" or "No", are for informational purposes only and will not be used as a basis for award or denial, or for any protest):  Yes  No

Firm shall comply with all applicable governmental rules & regulations, including the City's Ethics Code (Sec. 2-522, Tampa Code). The City's Charter & Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any award or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such award or obligation. If Firm is successful, it shall ensure no City employee receives any such benefit or interest as a result of such award (See Sec.2-514(d), Tampa Code):  Yes  No

Firm is not in arrears and is not in default upon any obligation to the City of Tampa:  Yes  No

Firm agrees that if the City of Tampa determines Firm has participated in any collusive, deceptive, or fraudulent practices with regard to this submittal, in addition to any other remedy it may exercise, the City will have the right to debar Firm and deem invalid any contract let under such circumstances:  Yes  No

Data or material Firm asserts to be exempted from public disclosure under Chapter 119, Fla. Stat., is submitted in a separate, single electronic searchable PDF file labeled with the above RFQ number and the phrase "Confidential Material", which identifies the data/material to be protected, states the reasons the date/material is exempt from public disclosure, and the specific Florida statute allowing such exemption (if "No" or otherwise, then Firm waives any possible or claimed exemption upon submission, effective at opening):  Yes  No

**FAILURE TO COMPLETE THE ABOVE MAY RESULT IN FIRM'S SUBMITTAL BEING DECLARED NON-RESPONSIVE**

[SEAL]

Authorized Signature ; \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title:  Sole Prop  Pres  Sr VP  Gen Ptnr  LLC Auth.Mbr/Mgr  
 Other \_\_\_\_\_ (attach proof of authority)

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

The forgoing instrument was sworn (or affirmed) before me before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_

either in his/her individual capacity or where Firm is an entity as the \_\_\_\_\_ of \_\_\_\_\_  
 \_\_\_\_\_, on behalf of such entity. He/She is \_\_\_\_\_ personally known to me OR  
 produced identification. Type of identification produced: \_\_\_\_\_

[NOTARY SEAL]

Printed Name: \_\_\_\_\_ Notary Public, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ Commission No: \_\_\_\_\_

\* With submittal or within 10 days thereafter, Firm must provide a signed copy of the complete agreement between all JV/PN members indicating respective roles, responsibilities, and levels of participation.

**22-D-00004 – UTILITY LOCATING SERVICES – WATER DEPARTMENT  
QUALIFICATIONS REVIEW MATRIX  
REVIEW ISSUES AND CONSIDERATIONS**

To assist you in the review of submittals and completion of the matrix, the following issues are offered for your consideration.

**Utility Locating Experience**

- Are specific utility locating projects cited in the submittal?
- Is the firm regularly engaged in projects of similar scale and scope and complexity?
- How deep into the team members does the experience extend?

**Subsurface Utility Engineering (SUE) Experience**

- Is the firm regularly engaged in Subsurface Utility Engineering Projects?
- Are projects cited of similar complexity and prominence?
- Are there examples showing experience?

**Professional Land Surveying Experience**

- Is the firm regularly engaged in Professional Land Surveying Projects?
- Are projects cited of similar complexity and prominence?
- Are there examples showing experience?

**Government Project Admin. Experience**

- Is the firm regularly engaged in Government Project Administration?
- Are projects cited of similar complexity and prominence?
- Are there examples showing experience?

*(Note: these four categories to establish scoring from highest to lowest.)*

**Past Performance/Low Amount of City Work**

- Historically, in an effort to distribute projects among various firms, some credit has been given to firms that have not previously performed work for the City. Has the firm performed work for the City previously?
- If a team approach is proposed, which parts, and how much, of the team has not previously performed work for the City?
- If a firm has performed work for the City, was it recent or several years ago? Are they currently performing work for the City? Was it multiple projects? Were they large or small projects?

*(Note: supplemental information on this category will be separately provided.)*

**Standard Form #330**

- 0 Inclusion of this form was a requirement of the RFQ. If absent, no points should be given for this category. Are forms present?
- 0 Have forms been completed? Are they readable and well organized?
- 0 Where appropriate in the form, do they indicate information relevant to the proposed project?

**Planned WMBE/SLBE Solicitation & Utilization, Form MBD 10 & 20**

**The Minority Business Development Office is solely responsible to score this section.**

The above items are not intended to be a comprehensive list of every factor to be considered, but merely an aid in focusing on the pertinent issues. If you have questions, or need assistance, please call Kevin Henika at 274-8773

Thank you for your participation.

**CITY OF TAMPA  
CONSULTANTS' COMPETITIVE NEGOTIATIONS ACT SELECTION COMMITTEE  
MINUTES**

The Consultants' Competitive Selection Committee met in the Old Fort Brooke Garage Executive Office's Third-floor Conference Room on February 18, 2022, to consider presentations for **22-D-00004; Utility Locating Services – Water Department**.

In attendance and voting were:

Brad L. Baird, Chairman

Gregory Hart, Manager, Equal Business Opportunity Division

Michael Perry, Budget Officer, Revenue and Finance Department

Marcella Hamilton, Assistant City Attorney, Legal Department

Frank Woodard, Project Coordinator, Contract Administration Department

Rory Jones, Professional Engineer, Water Department

Seung Park, Chief Engineer, Water Department

Also attending was Michael Chucran, Director, Contract Administration Department.

Meeting notice was posted. No members of the public attended. No email inquiries from members of the public were received by the posted deadline.

Presentations were made by:

McKim & Creed, Inc.

KCI Technologies, Inc.

GeoPoint Surveying, Inc.

After the presentations and discussion by the Committee, a motion was made by Seung Park, and seconded by Rory Jones, to recommend the following firms (in order high to low) to the Mayor for selection:

KCI Technologies, Inc.

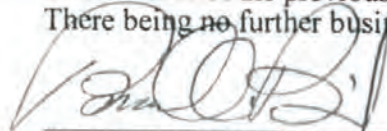
GeoPoint Surveying, Inc.

McKim & Creed, Inc.

The motion passed with Gregory Hart voting against.

The minutes of the previous meeting were reviewed.

There being no further business, the meeting was adjourned.

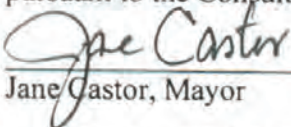


Brad L. Baird, P.E., Chairman

2/18/22  
Date

Consultants' Competitive Negotiations Act Selection Committee

I authorize negotiations to begin with KCI Technologies Inc Should negotiations be unsuccessful, negotiations should proceed with the higher remaining firms pursuant to the Consultants' Competitive Negotiation Act.



Jane Castor, Mayor

2/22/22  
Date

Cc: Selection Committee Members  
Jim Greiner  
Kevin Henika