



Statement of Qualifications
City of North Port, FL

RFP No. 2023-38

Professional Surveying Services - Continuing Services Contract

Due: August 9, 2023 2:00 PM EST



Submitted by: **ESP Associates FL, Inc.**

📍 518 13th Street West Bradenton, FL 34205

☎ (941) 345-5451 | ✉ wjsmith@espassociates.com

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TAB 1:

TRANSMITTAL LETTER

TAB 1: TRANSMITTAL LETTER

August 9, 2023

City of North Port
Keith Raney, Contract Administrator II
Finance Department-Purchasing Division
4970 City Hall Boulevard, Suite 337
North Port, Florida 34286



Re: RFP NO. 2023-38 Professional Surveying Services – Continuing Contracts for the City of North Port, FL

Dear Mr. Keith Raney and Members of the Selection Committee,

ESP Associates FL, Inc. (ESP) is pleased to express our interest in providing professional surveying and mapping services to the City of North Port for the above referenced contract. The ESP team is staffed, equipped, and accredited to perform the services required for this contract and is excited to share the following strengths of our team:

- ✓ **Relevant Experience and Expertise:** ESP has been providing surveying services for over 36 years, and has performed the requested services for clients in the area such as City of Bradenton, FPL, Manatee County, SWFWMD, FDEP and other private clients. With a wide range of services native to ESP, we are experts at managing all phases of any survey, SUE, lidar or mapping project: from the planning phase to ground survey support, to the production of map products and the seamless merging of geospatial data with other sources such as SUE, field surveys, and GIS. This seamless in-house process delivers critical data in a short time frame. Through our experience on similar projects, our team has proven that our strategy works and we look forward to utilizing our expertise to serve the City of North Port.
- ✓ **Local Leadership and Resources:** ESP is located in Bradenton, with a team of licensed surveyors, lidar experts, and photogrammetrists who are local, accessible, and responsive to the City. Our team will be led by Walter Smith, PSM, PLS, PS, MBA, who brings over 45 years of experience in the surveying industry, including a four-year tenure as the District Location Surveyor for the Florida Department of Transportation, District Five. Mr. Smith has a proven track record of not only fulfilling the technical aspects of a contract, but in developing a client/consultant relationship based on trust and confidence. He will be responsible for contract adherence, as well as management and direction of ESP's project team.
- ✓ **Value-Added Technology:** ESP continues to maintain the latest innovative technologies and equipment to maximize efficiencies and the quality of our services. Our in-house suite of surveying and mapping equipment provide our clients with value-added processes that are leveraged beyond the initial scope of a project. We understand how the various technologies and disciplines complement each other and are committed to providing solutions that are technically sound and cost-effective.
- ✓ **Culture of Innovation and Quality:** ESP takes great pride in our culture of innovation and quality to serve our clients. Our values are to ensure we meet or exceed the goals for quality deliverables and performance schedules. We have dedicated internal QA/QC staff that provide reviews at technical milestones before proceeding to the next task. We will provide innovative and responsive service to meet aggressive schedules while providing quality products.

Thank you for your time and your consideration of ESP. We look forward to working with you on this contract.

Sincerely,

ESP Associates FL, Inc.

Walter J. Smith, PSM, PLS, PS (IN), MBA
Contract Manager / Point of Contact

Joseph R. Bruno, Jr. PLS (NC)
Authorized Signatory / Executive Vice President



TAB 2

**QUALIFICATIONS
OF THE
CONSULTANT
FIRM**

TAB 2: QUALIFICATIONS OF THE CONSULTANT FIRM

ESP is a privately owned multi-disciplinary professional services firm supporting all phases of project development: surveying, civil engineering, planning, geotechnical, CEI, and construction material testing. Geospatial services include aerial lidar, mobile and terrestrial lidar and imagery data collection, GIS services, pavement condition assessments, SUE, conventional and GPS surveys. ESP has been recognized as an ENR Top 500 Design Firm since 2013, and was ranked #49 in the Southeast for 2021.

ESP recently acquired Pickett and Associates, an ESP Company as of February of 2022, a professional surveying, engineering and aerial mapping firm serving clients across the southeast. As a full-service aerial acquisition, survey and data management provider, Pickett provides the team with in-house resources for aerial data collection/imagery and additional survey capacity for this contract. Pickett will operate as a wholly owned subsidiary of ESP.

Experience in Scope of Work

ESP combines the strength of capacity with a staff of highly-trained professionals to provide quality conventional and GPS surveying services to our clients. Our commitments to the use of state-of-the-art equipment, along with a highly trained staff of professionals, created a diversity in our market share, and allows ESP to provide services to a wide range of clientele.

Conventional

- Boundary and topographic base mapping
- Route surveys
- Engineering design surveys
- Wetlands location surveys
- Right-of-way surveys/plats
- ALTA/NSPS Land Title Surveys
- Building location surveys
- Construction staking
- Topographic surveys
- Site control ties to State Plane Grid
- Local control networks
- Site calibrations
- Water & sewer route mapping
- SUE and utility designating services

Prime Firm Information

Legal Entity:	ESP Associates FL, Inc.
Type of Business:	C-Corporation
Company Headquarters:	3475 Lakemont Blvd. Fort Mill, SC 29708 Phone: (803) 802-2440 Fax: (803) 802-2515 www.espassociates.com
Proposing Office Location:	518 13th St West Bradenton, FL 34205
Point of Contact:	Walter J. Smith, PSM, PLS, PS ^{IN} Phone: (941) 345-5451 wjsmith@espassociates.com
Current Size of firm:	630+ employees
State of Florida Registration:	#32641
FL Professional Surveyor & Mapper License:	#LB7343

Global Positioning System (GPS)

- Various Statewide VRS/RTK network user
- RTK GPS for topographic surveys, local control networks, site calibrations
- RTK/Robotic-controlled hydrographic surveys
- Large-scale (multi-county) and small-scale aerial mapping ground control surveys
- Lidar quality-control surveys
- Static/fast static/VRS GPS for statewide H&H survey control
- eRTK networks



Remote Sensing Technology

ESP is a pioneering company for static and mobile lidar mapping and scanning. ESP's advanced remote sensing services offer increased safety and speed of acquisition for a wide variety of topographic mapping, asset extraction and 3-D modeling and visualization. This remote-collection technology could provide value for the City through speed of collection, completeness of the data set, and increased safety for field personnel and the public. Depending on project size and site needs, both terrestrial and mobile lidar scanning can collect a full range of roadway topography and features, structures, drainage, and utility infrastructure elements. Elements can be mapped and provided in AutoCAD or MicroStation format.



Mobile Lidar: Since 2010, ESP has been at the forefront of mobile lidar scanning. This technology allows for automated data/asset extraction of topographic features, as well as assisting in feature identification and asset management. ESP is very experienced in lidar post-processing, calibration, classification and developing bare-earth DTM's for a wide range of project applications. For just one of our many ongoing contracts/projects (a client we have served for more than 15 consecutive years), we have collected and processed 4,300 miles of mobile lidar. In addition, we have completed more than 75 individual mobile lidar DTM and monitoring projects for NCDOT.



Terrestrial Scanning: ESP has provided terrestrial scanning services to their clients for over 10 years. The information from a 3-D scan provides extremely accurate (6mm at 50 meters, 2mm modeled) data in various point cloud formats (PTS, LAS, TXT, CSV, etc.) that can easily be modeled, geo-referenced and extracted to create contours, TINs, change detection scenarios, etc. Our team has completed hundreds of terrestrial scanning projects for a wide range of applications, include site and engineering surveys, as-built's, volume/area calculations, 3D modeling and visualization, and more. All lidar datasets have been used for the following applications: 3-D modeling and visualization, volumetric studies, floodplain mapping and planning, electrical utilities, transmission line corridor mapping, disaster assessment and management, airport mapping, coastal erosion, forestry, land use mapping and planning, etc.



SUE and Utility Designating Services: ESP's subsurface utility engineering (SUE) division applies the latest technology and methods to accurately map underground utilities for design/construction projects. ESP has provided SUE services in Florida for more than ten years. Our team has experience in utility research, designating, mapping, vacuum excavation, data management, design analysis, relocation design, general utility coordination, railroad coordination, and training. All SUE work performed (Quality Levels D-A) conforms to ASCE Standard CI/ASCE 38-02.



Hydrographic Surveying: ESP has performed various acoustic hydrographic surveys using both single and dual-frequency single beam transducers, multi-beam sensors, and side-scan sonar sensors. The vessels from which these surveys are performed vary from a 5.5' Ocean Science remote controlled Z-boat, to 14' aluminum Jon boats, to a 16' center-console alumicraft boat, to our largest 20' Scully aluminum boat. ESP uses the Hypack hydrographic software for collection and post processing of the larger survey data sets (multi-beam transducer) from the 20' Scully boat, but primarily uses the hydro-lite survey system (pole-mounted system) when collecting from our smaller boats (single frequency transducer). Many of these acoustic hydrographic surveys have been for the purpose of determining existing volumes at several confidential ash

pond sites, pre- and post-dredging scenarios, detecting/ measuring multi-year sediment buildup within ponds and lake coves and also for determining under water topography for the design of new bridges.

ESP maintains and implements the most cutting-edge technologies that increase accuracy and efficiency while providing our clients with value-added processes that are leveraged beyond the initial scope of a project. A variety of these capabilities that can be used as alternative data collection approaches are shown in Tab 8.

ARCHITECT – ENGINEER QUALIFICATIONS
PART I – CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

Professional Surveying Services - Continuing Services Contracts for the City of North Port, FL

2. PUBLIC NOTICE DATE

7/7/2023

3. SOLICITATION OR PROJECT NUMBER

2023-38

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Joseph R. Bruno, Jr. | Executive Vice President

5. NAME OF FIRM

ESP Associates FL, Inc.

6. TELEPHONE NUMBER

941.345.5451

7. FAX NUMBER

803.802.2515

8. E-MAIL ADDRESS

jbruno@espassociates.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J.V. PARTNER	SUBCONSULTANT			
a.	✓			<input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE ESP Associates FL, Inc.	518 13th Street West Bradenton, Florida 34205	Land Surveying / Mapping / Lidar / SUE
b.	✓			<input type="checkbox"/> CHECK IF BRANCH OFFICE ESP Associates, Inc.	3475 Lakemont Blvd. Fort Mill, South Carolina 29708	Photogrammetry
d.	✓			<input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE Pickett and Associates, LLC - An ESP Company	3710 Airport Commerce Dr, Suite 10 Lakeland, FL 33811	Surveying, Aerial Mapping
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
g.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
h.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ (Attached)

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME ESP Associates FL, Inc. Bradenton, FL Branch			3. YEAR ESTABLISHED 2018	4. UNIQUE ENTITY IDENTIFIER TNXPZATQYFJ3
2b. STREET 518 13th Street West			5. OWNERSHIP	
2c. CITY Bradenton	2d. STATE FL	2e. ZIP CODE 34205	a. TYPE C-Corp	
6a. POINT OF CONTACT NAME AND TITLE Walter J. Smith Department Manager, Survey			b. SMALL BUSINESS STATUS n/a	
6b. TELEPHONE NUMBER 941.345.5451		6c. E-MAIL ADDRESS wsmith@espassociates.com	7. NAME OF FIRM (if block 2a if a branch office) ESP Associates, Inc.	
8a. FORMER FIRM NAMES (if any) ESP Associates, PA.; EA Industries, Incorporated			8b. YEAR ESTABLISHED 1986; 1954	8c. DUNS NUMBER TNXPZATQYFJ3

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number
		(1) Firm	(2) Branch			
02	Administrative	76	1	C16	Construction Surveying	6
08	CAD Technician	116	6	E09	Environmental Impact Studies, Assessments, or Statements	4
12	Civil Engineer	53		E13	Environmental Testing and Analysis	1
14	Computer Programmer	2		G03	Geodetic Surveying: Ground and Air-borne	5
15	Construction Inspector	43		G04	Geographic Information System Services	4
21	Electrical Engineer	2		G06	Graphic Design	3
24	Environmental Scientist	7		H11	Housing (Residential, Multi-Family; Apartments, Condominiums)	7
27	Foundation/Geotechnical Engineer	11		H13	Hydrographic Surveying	4
29	GIS Specialist	20		L02	Land Surveying	7
30	Geologist	3		L03	Landscape Architecture	3
38	Land Surveyor	37	2	P03	Photogrammetry	3
39	Landscape Architect	9		P06	Planning (Site, Installation, and Project)	6
47	Planner: Urban/Regional	18		P12	Power Generation, Transmission, Distribution	8
48	Project Manager	76	1	R07	Remote Sensing	8
49	Remote Sensing Specialist	9		S04	Sewage Collection, Treatment and Disposal	4
57	Structural Engineer	2		S05	Soils & Geologic Studies; Foundations	5
58	Technician/Analyst	32	1	S10	Surveying; Platting; Mapping; Floodplain Studies	6
62	Water Resources Engineer	10		T02	Testing and Inspection Services	7
	Aerial Photographer, Cartographer, Photogrammetrist	20		T04	Topographic Surveying and Mapping	7
	Survey Crew Staff	93	6	W02	Water Resources; Hydrology; Ground Water	7
	Total	639	17	Z01	Zoning; Land Use Studies	4

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index shown at right.)


a. Federal Work	5
b. Non-Federal Work	10
c. Total Work	10

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than \$100,00
2. \$100,000 to less than \$250,000
3. \$250,000 to less than \$500,000
4. \$500,000 to less than \$1 million
5. \$1 million to less than \$2 million
6. \$2 million to less than \$5 million
7. \$5 million to less than \$10 million
8. \$10 million to less than \$25 million
9. \$25 million to less than \$50 million
10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE July 5, 2023
c. NAME AND TITLE Edward G. Horstkamp, III Executive Vice President of ESP Associates, Inc.	

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME ESP Associates, Inc. Firm Headquarters			3. YEAR ESTABLISHED 2018	4. UNIQUE ENTITY IDENTIFIER TNXPZATQYFJ3
2b. STREET 3475 Lakemont Blvd.			5. OWNERSHIP	
2c. CITY Fort Mill	2d. STATE SC	2e. ZIP CODE 29708	a. TYPE C-Corp	
6a. POINT OF CONTACT NAME AND TITLE Edward G. Horstkamp, III Executive Vice President			b. SMALL BUSINESS STATUS n/a	
6b. TELEPHONE NUMBER 803.835.0942		6c. E-MAIL ADDRESS ehorstkamp@espassociates.com		7. NAME OF FIRM (if block 2a if a branch office) n/a
8a. FORMER FIRM NAMES (if any) ESP Associates, PA.; EA Industries, Incorporated			8b. YEAR ESTABLISHED 1986; 1954	8c. DUNS NUMBER TNXPZATQYFJ3

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number
		(1) Firm	(2) Branch			
02	Administrative	76	43	C16	Construction Surveying	6
08	CAD Technician	116	33	E09	Environmental Impact Studies, Assessments, or Statements	4
12	Civil Engineer	53	12	E13	Environmental Testing and Analysis	1
14	Computer Programmer	2	1	G03	Geodetic Surveying: Ground and Air-borne	5
15	Construction Inspector	43	11	G04	Geographic Information System Services	4
21	Electrical Engineer	2		G06	Graphic Design	3
24	Environmental Scientist	7	4	H11	Housing (Residential, Multi-Family; Apartments, Condominiums)	7
27	Foundation/Geotechnical Engineer	11	3	H13	Hydrographic Surveying	4
29	GIS Specialist	20		L02	Land Surveying	7
30	Geologist	3		L03	Landscape Architecture	3
38	Land Surveyor	37	8	P03	Photogrammetry	3
39	Landscape Architect	9	4	P06	Planning (Site, Installation, and Project)	6
47	Planner: Urban/Regional	18	8	P12	Power Generation, Transmission, Distribution	8
48	Project Manager	76	13	R07	Remote Sensing	8
49	Remote Sensing Specialist	9	4	S04	Sewage Collection, Treatment and Disposal	4
57	Structural Engineer	2		S05	Soils & Geologic Studies; Foundations	5
58	Technician/Analyst	32	17	S10	Surveying; Platting; Mapping; Floodplain Studies	6
62	Water Resources Engineer	10	1	T02	Testing and Inspection Services	7
	Aerial Photographer, Cartographer, Photogrammetrist	20	1	T04	Topographic Surveying and Mapping	7
	Survey Crew Staff	93	21	W02	Water Resources; Hydrology; Ground Water	7
	Total	639	184	Z01	Zoning; Land Use Studies	4

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index shown at right.)

a. Federal Work	5
b. Non-Federal Work	10
c. Total Work	10

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

- | | |
|---|---|
| 1. Less than \$100,00 | 6. \$2 million to less than \$5 million |
| 2. \$100,000 to less than \$250,000 | 7. \$5 million to less than \$10 million |
| 3. \$250,000 to less than \$500,000 | 8. \$10 million to less than \$25 million |
| 4. \$500,000 to less than \$1 million | 9. \$25 million to less than \$50 million |
| 5. \$1 million to less than \$2 million | 10. \$50 million or greater |

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE July 5, 2023
c. NAME AND TITLE Edward G. Horstkamp, III Executive Vice President	

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Pickett and Associates, LLC - An ESP Company Lakeland, FL			3. YEAR ESTABLISHED 1960	4. UNIQUE ENTITY IDENTIFIER U9LBD1WGWLQ6
2b. STREET 3710 Airport Commerce Drive, Suite 10			5. OWNERSHIP	
2c. CITY Lakeland	2d. STATE FL	2e. ZIP CODE 33811	a. TYPE LLC	
6a. POINT OF CONTACT NAME AND TITLE Craig Emrick, VP, Geospatial Services			b. SMALL BUSINESS STATUS n/a	
6b. TELEPHONE NUMBER 863.533.9095		6c. E-MAIL ADDRESS cemrick@pickettusa.com	7. NAME OF FIRM (if block 2a if a branch office) ESP Associates, Inc.	
8a. FORMER FIRM NAMES (if any) Pickett and Associates, Inc.			8b. YEAR ESTABLISHED 1960	8c. DUNS NUMBER U9LBD1WGWLQ6

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number
		(1) Firm	(2) Branch			
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27	Foundation/Geotechnical Engineer	11		H13	Hydrographic Surveying	4
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30	Geologist	3		L03	Landscape Architecture	3
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47	Planner: Urban/Regional	18		P12	Power Generation, Transmission, Distribution	8
48	Project Manager	76		R07	Remote Sensing	8
49	Remote Sensing Specialist	9	1	S04	Sewage Collection, Treatment and Disposal	4
57	Structural Engineer	2		S05	Soils & Geologic Studies; Foundations	5
58	Technician/Analyst	32		S10	Surveying; Platting; Mapping; Floodplain Studies	6
62	Water Resources Engineer	10		T02	Testing and Inspection Services	7
	Aerial Photographer, Cartographer, Photogrammetrist	20	9	T04	Topographic Surveying and Mapping	7
	Survey Crew Staff	93	23	W02	Water Resources; Hydrology; Ground Water	7
	Total	639	41	Z01	Zoning; Land Use Studies	4

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index shown at right.)


a. Federal Work	5
b. Non-Federal Work	10
c. Total Work	10

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than \$100,00
2. \$100,000 to less than \$250,000
3. \$250,000 to less than \$500,000
4. \$500,000 to less than \$1 million
5. \$1 million to less than \$2 million
6. \$2 million to less than \$5 million
7. \$5 million to less than \$10 million
8. \$10 million to less than \$25 million
9. \$25 million to less than \$50 million
10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE July 5, 2023
c. NAME AND TITLE Edward G. Horstkamp, III Executive Vice President of ESP Associates, Inc.	



TAB 3

**QUALIFICATIONS
OF PROJECT
TEAM / PM
EXPERIENCE**

TAB 3: QUALIFICATIONS OF THE PROJECT TEAM / PROJECT MANAGER EXPERIENCE

Organizational Chart



Bold = Key Personnel, Resume Provided



Stine Knight
Director of Safety



**Walter J. Smith, PSM, PLS,
PS (IN), MBA**
Contract Manager / POC



Jeffery Lucas, PSM, PLS
QA/QC Manager

HYDROGRAPHIC / SUE

Jesse J. Price, PSM, PLS
Hydrographic/ SUE Manager
Scott Carney, PE- SUE Support
Richard Pinkham, PLS- Hydrographic Support
+2 SUE Crews
+2 Hydrographic Crews

CONVENTIONAL & GPS SURVEYS

Tim Sutherland, PSM
Lead Survey Manager
Greg Prather, PSM
Project Surveyor
Jeff Small - Field Supervisor
Ron Wolske - Sr. CAD Technician
Paul Smith- CAD Technician
+10 Survey Crews

MOBILE LIDAR / AERIAL MAPPING

Harold Rempel, CP, CMS-LIDAR
Lead Photogrammetrist
Craig Emrick, PSM
Aerial Mapping Manager
Martin Stoughton, PSM, PLS
Mobile Lidar Manager
+2 Mobile Lidar Crews
+10 FAA Part 107 Remote Pilots

ADVANCED IN-HOUSE SURVEYING TECHNOLOGY

Mobile Lidar Scanning Systems
6 Terrestrial HDS Scanners
UAS w/ Lidar Sensor and Digital Camera

IrisPRO Pave Pavement Collection Vehicle
5 VacMaster Excavation Trucks
3D Ground Penetrating Radar

Project Manager Experience

ESP's approach to team coordination and management is centered on a strong project manager and single point-of-contact for our clients. Our organizational structure puts key personnel on the team directly under the authority of the project manager from project initiation to project closeout. This ensures that the project is executed in a manner consistent with project management "best practices" and serves to eliminate confusion and inefficiencies that can arise with multiple contact points. **Walter J. Smith, PSM, PLS, PS^(IN)** will be responsible for contract adherence, as well as management and direction of ESP's project team for this contract.



**Walter J. Smith, PSM, PLS,
PS^(IN), MBA**
Project Manager / POC

Walt has over 35 years of experience in the surveying industry, including a four-year tenure as the District Location Surveyor for the Florida Department of Transportation, District Five. He is experienced in all aspects of the industry, and his passion for surveying and mapping creates a depth of expertise in the areas of GPS, GIS, and geodetic surveys, design and right-of-way surveys, bathymetric and hydrographic surveys, acquisition surveys, control surveys, right-of-way mapping and legal descriptions, management and implementation of QA/QC plans. He has been the signing surveyor for in excess of 400 miles of DOT corridors ranging from 2 lane rural corridors to high-speed interstate corridors throughout the state of Florida. In addition, his experience includes survey and mapping for over 25 major bridge widening projects over riverine basins and intercoastal waterways.

Roles and Responsibilities

The table below details the roles and responsibilities of the assigned personnel for this contract.

Staff Name	Role	Responsibility
Walt Smith, PSM, PS	Contract Manager	Overall project management and client/team coordination. Budgets, schedules, billing, single POC for the City .
Jeffrey Lucas, PSM	QA/QC Manager	Quality control and quality assurance
Jesse Price, PSM	Hydro/SUE Manager	Management for hydrographic and subsurface utility engineering projects. Field to office collection and processing, and final QA/QC
Tim Sutherland, PSM	Survey Manager	Day to day oversight of field and office survey processing.
Greg Prather, PSM	Survey Manager	Manages personnel and resources, production, budget and quality control
Jeff Small	Field Manager	Manage daily assignments for field survey crews, confirm production standards are met by reviewing metrics daily, and daily data processing
Ronald Wolkse	Sr. Survey Technician	Coordination and oversight of survey data, CAD work for data development and deliverables.
Paul Smith	Survey Technician	Analysis and reduction of field data, processing, and extraction of lidar data and production of final CAD survey drawings.
Harold Rempel, CP,	Photogrammetrist	Management of photogrammetric projects, airborne GPS survey data and triangulation, direct photogrammetric engineering support services.
Craig Emrick, PSM	Aerial Mapping Lead	Management, execution and quality control of aerial surveying projects
Martin Stoughton, PSM	Mobile Lidar Manager	Mobile and static 3D lidar collection, processing and QA/QC. Supervision of control networks, processing, and final product deliverables.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each person)

12. NAME= Walter J. Smith, PSM, PLS, PS (IN), MBA	13. ROLE IN THIS CONTRACT Contract Manager / POC	14. YEARS EXPERIENCE <table border="1"> <tr> <td>a. TOTAL</td> <td>b. WITH CURRENT FIRM</td> </tr> <tr> <td align="center">45</td> <td align="center">6</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	45	6
a. TOTAL	b. WITH CURRENT FIRM						
45	6						
15. FIRM NAME AND LOCATION (City and State) ESP Associates FL, Inc. - Bradenton, Florida							
16. EDUCATION (DEGREE AND SPECIALIZATION) M.B.A. in Business Leadership, Belhaven College B.S. in Construction Technology, IUPUI B.S. in Business, Belhaven College A.A., Purdue University		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Surveyor and Mapper, FL # LS4807 Professional Land Surveyor, IN #L S80880039					
18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, etc.)							

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) City of Bradenton Stormwater & Utility Mapping, On-Call Contract	(2) YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (if applicable)</td> </tr> <tr> <td align="center">Ongoing</td> <td></td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	Ongoing	
PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)					
Ongoing						
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Principal in Charge / Contract Manager. Since 2018, ESP has been providing as-needed surveying services in support of City of Bradenton roadway, sidewalk, and utility improvement projects. This work has included eight major stormwater and three sidewalks to school projects, requiring detailed topographic design surveys, R/W surveys, utility designation, location and subsequent SUE verification work. We have completed more than 25 miles of street and roadway projects as well as the 8 miles of sidewalk projects.						
(1) TITLE AND LOCATION (City and State) City of Bradenton Stormwater & Utility Mapping, Southern Parkway Corridor	(2) YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (if applicable)</td> </tr> <tr> <td align="center">2020</td> <td></td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	2020	
PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)					
2020						
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Survey Manager. ESP provided detailed design, R/W, and utility mapping for 2.1 miles of the City's southern parkway corridor. This corridor required the detailed mapping of water, storm and sanitary sewers, gas lines, and fiber optic cables.						
(1) TITLE AND LOCATION (City and State) FPL, North Florida Resiliency Connector 46-Mile 230kV Transmission Corridor, Madison & Jefferson Counties, FL	(2) YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (if applicable)</td> </tr> <tr> <td align="center">2021</td> <td></td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	2021	
PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)					
2021						
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Survey Manager for surveying and mapping services on 46 miles of new 230kV transmission line, including the location of key features and topography within a 100- foot corridor running on the north side of I-10 through Madison and Jefferson counties in Florida. ESP is using a combination of aerial lidar, GPS, robotic total stations, and underground utility locating equipment to collect the required information. ESP is providing complete surveying services in support of this new transmission line, including: horizontal & vertical control, mainline design/topographic surveys, tree surveys and vegetation, utility coordination/ location, pole and ROW staking, as-built surveys, route in-line drawings, and easement drawings and local descriptions. ESP prepared 385 boundary survey drawings for use in the easement acquisition process. Aerial lidar and digital orthophotography was used to provide a complete PLS CAD model including CAD base maps.						
(1) TITLE AND LOCATION (City and State) Boundary & Jurisdictional Regulatory Line Location Survey for 3761 Casey Key Rd. (FDEP, SWFWMD and Sarasota regulatory criteria)	(2) YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (if applicable)</td> </tr> <tr> <td align="center">2019</td> <td></td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	2019	
PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)					
2019						
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Contract Manager. ESP prepared a complete boundary, topographic, mean high water line and jurisdiction regulatory line location survey for the project site situated at 3761 Casey Key Road on Casey Key in Sarasota County. ESP located and tied the survey to the CCCL, the Sarasota County Gulf Beach Setback Line, Seasonal high-water line, the Mean High-Water Line and the beach erosion control line. In addition, the team established the required building setback lines and the line of water ward construction.						
(1) TITLE AND LOCATION (City and State) Coast of Peachland Injection 230kV Transmission Line, Charlotte and Sarasota County, FL	(2) YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (if applicable)</td> </tr> <tr> <td align="center">2021</td> <td></td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	2021	
PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)					
2021						
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Survey Manager for surveying and mapping a 5 mile corridor from the coast substation to the Peachland substation. Aerial lidar and digital orthophotography was used to provide a complete PLS CAD model including CAD base maps. ESP prepared approximately 60 easement descriptions to accommodate the new transmission line enhancements.						

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Jeffery Lucas, PSM, PLS	QA / QC Manager	a. TOTAL 42	b. WITH CURRENT FIRM 18
15. FIRM NAME AND LOCATION (City and State) ESP Associates, Inc. - Birmingham, AL			
16. EDUCATION (DEGREE AND SPECIALIZATION) J.D., Birmingham School of Law B.A. Business Administration, Eckerd College A.A. Business, Hillsborough Comm. College A.S. Land Surveying, ICS/Intex		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Surveyor and Mapper: FL, #4106 Additional Licensure: AL, GA, MS, TN	
18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, etc.)			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) City of Bradenton Stormwater & Utility Mapping, On-Call Contract	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE QA/QC Manager. Since 2018, ESP has been providing as-needed surveying services in support of City of Bradenton roadway, sidewalk, and utility improvement projects. This work has included eight major stormwater and three sidewalks to school projects, requiring detailed topographic design surveys, R/W surveys, utility designation, location and subsequent SUE verification work. We have completed more than 25 miles of street and roadway projects as well as the 8 miles of sidewalk projects.		<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION (City and State) Boundary & Jurisdictional Regulatory Line Location Survey for 3761 Casey Key Rd. (FDEP, SWFWMD and Sarasota regulatory criteria)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE QA/QC Manager. ESP prepared a complete boundary, topographic, mean high water line and jurisdiction regulatory line location survey for the project site situated at 3761 Casey Key Road on Casey Key in Sarasota County. ESP located and tied the survey to the CCCL, the Sarasota County Gulf Beach Setback Line, Seasonal high-water line, the Mean High-Water Line and the beach erosion control line. In addition, the team established the required building setback lines and the line of water ward construction.		<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION (City and State) Mobile Bay I-10 Hydrographic Survey Mobile, AL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE QA/QC Manager. ESP provided single and multibeam bathymetric data collection along the existing I-10 dual bridge eight-mile alignment and included data collection within a portion of the Port of Mobile. ESP mobilized survey vessel "Eridanus" and a shallow draft recon vessel to accomplish the mission. Multibeam and single beam data were edited and processed using HyPack HySweep software. The final digital terrain model of the seabed was processed, modeled and quality controlled using Trimble Business Center TerraModel and ESP Analyst software.		<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION (City and State) Weyerhaeuser Property and Facilities Columbus, MS	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2016	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Surveyor/Manager for ground-run ALTA/NSPS Land Title Survey of a 10,000-acre tract, including existing facilities, involving over 65 miles of boundary line and over 400 property corners. The project involved mobilization of seven field crews from three different ESP offices. Project was completed within the 12-week time-frame required by the Client.		<input checked="" type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION (City and State) United States v. David E. Marlow, et al, Case No. 8:09-cv-246-T-23TGW (a.k.a. "The Grounding of the Rebel Yell") Monroe County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2009	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Mr. Lucas made a determination of the location of the south boundary line of the federal owned Everglades National Park in Florida Bay, from the light at Long Key, northwesterly to the light at Oxfoot Bank (approximately 15 miles), to ascertain if the grounding of the M/V Rebel Yell took place on federal lands (i.e. the Everglades National Park), or the state-owned lands underneath Florida Bay in the vicinity of Arsenic Bank. The project required historical research on the development of the boundaries of the Everglades National Park, research of all of the nautical charts and coast pilot publications describing developed (charted) routes across Florida Bay, and field research to ascertain the location of the boundary of the park relative to the location of the grounding site. Lucas produced survey maps, a 32 page Rule 26(a)(2)(B) expert witness report accompanied by 79 pages of exhibits.		<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Jesse J. Price, PLS, PSM	SUE / Hydrographic Manager	a. TOTAL 43	b. WITH CURRENT FIRM 20
15. FIRM NAME AND LOCATION (City and State) ESP Associates FL, Inc. Bradenton, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION) BS, Biology, East Carolina University		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Land Surveyor, NC # L-3220 Professional Land Surveyor, VA # 2302 Professional Surveyor and Mapper, Florida # LS7051 US Coast Guard Licensed OUPV Captain - 2744000	
18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, etc.)			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Charter School Properties Seminole Charter School and Riverview Site Seminole, FL	PROFESSIONAL SERVICES 2018	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
a. SUE Manager. ESP performed surveying and SUE services for two school sites for Charter School Properties. Perimeter boundary surveying services were performed for the proposed Seminole Charter School Site, which consists of three adjacent and contiguous properties located in Seminole, Pinellas County, Florida. ESP also performed boundary, topographic and tree location surveying, and Level B utility designation services for the Riverview site located in Hillsborough County, Florida. ESP performed boundary survey, topographic survey, and tree location (trees over 5" in diameter) for two adjoining parcels, and additional topographic surveying services consists for two additional areas, consisting of approximately 4 acres, with SUE and mapping service for approximately 2 acres.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
USACE Tulsa OK/KS Dam Bathymetric Surveys Tulsa, OK	PROFESSIONAL SERVICES 2022	CONSTRUCTION (if applicable)
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
Principal Hydrographic Surveyor. ESP is providing multibeam data processing and analysis for a total of 17 dam site located in Kansas, Oklahoma and Texas. To date, ESP has collected and processed multibeam hydrographic data at eleven sites including: Council Grove Dam, Marion Dam, Toronto Dam, Hulah Dam, Fall River Dam, Elk City Dam, Oologah Dam, Kaw Dam, Keystone Dam, Texoma Dam and Hugo Dam.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Duke Energy-Progress Energy Surveying Services Various Counties, FL	PROFESSIONAL SERVICES 2016	CONSTRUCTION (if applicable)
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
SUE Manager for various utility location services in support of projects in and around central Florida, including lift stations, pump stations, transmission line re-builds, and NERC mitigation data collection. Projects include HB Phase 2 Pole Replacement in Nobleton FL; Orange County Pump Station Boundary and Site Survey; and SPR NERC lidar Survey.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
MacDill Air Force Base Tampa, FL	PROFESSIONAL SERVICES 2014	CONSTRUCTION (if applicable)
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
SUE Manager for the preparation subsurface utility engineering for 12 individual work areas on the MacDill Air Force Base in Tampa, FL in support of a commercial power feed construction and repair project on the base. In addition, as-built surveys and new underground utility location services were provide after construction was complete. This included designating and new or relocated underground utilities. ESP completed this project, field to finish, in less than four weeks from notice to proceed. All survey and SUE deliverables were in AutoCAD format.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Columbia Canal Bathymetric Survey Columbia, SC	PROFESSIONAL SERVICES 2017	CONSTRUCTION (if applicable)
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
Hydrographic Surveyor for full bottom bathymetry and sidescan imagery for 2.6 miles of the historic canal. The data was used to conduct stability analysis to discern the flood damage associated with the dike breach and flooding that occurred in October 2015. ESP utilized the services a portable crane to place Survey Vessel "Eridanus" into the canal for survey operations. Data was collected and processed using HYPACK/HYSWEEP multibeam software. The final digital terrain model was mapped using AutoCAD 2015.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Tim Sutherland, PLS	Survey Project Manager	a. TOTAL	b. WITH CURRENT FIRM
		28	1
15. FIRM NAME AND LOCATION (City and State)			
ESP Associates FL, Inc. - Bradenton, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION)		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
BA, History, University of New Hampshire		Professional Surveyor and Mapper, FL # LS7470 Professional Land Surveyor: NH # 991	
18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, etc.)			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	City of Bradenton, Area 2021A Topographic Survey Extension, Bradenton, FL	PROFESSIONAL SERVICES 2021	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
Survey Manager for the waterline extension project in Bradenton, FL. ESP established existing R/W and easements of record for the corridor. Other services included: mainline design and side street topographic survey, locating all structures to include inlets, MES Pipes, and other storm water features. Cross sections were obtained to define all slop breaks found in the topographic data collection. Utility location and coordination with 811 was required to locate and show all utilities from surface evidence			
b.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	FPL, Argyle-Santa Rosa 115kV Transmission Line, Walton, FL	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
Survey Manager for surveying and mapping of a 26 mile transmission line corridor in Walton, FL. Mr. Sutherland supported the creation of base mapping and sketch and description preparation for this project. Deliverables included: topographic survey, boundary surveys for easement acquisition, lidar data, and high definition imagery.			
c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	FPL, Brook Injection Transmission Line	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
Survey Manager for surveying and mapping a 12.5 mile corridor. Aerial lidar and digital orthophotography was used to provide a complete PLS CAD model including CAD base maps. ESP prepared easement descriptions to accommodate the new transmission line enhancements.			
d.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	FPL, Bobwhite to Howard 13.16-Mile 138 kV Transmission Corridor, Sarasota, FL	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
Survey Manager for surveying and mapping in support of a new 138kV transmission line between the Howard and Bobwhite Substations in Sarasota, FL. Surveying services included a comprehensive route survey, substation surveys, and included plotting the boundaries of any existing FPL transmission easements along the proposed route. Aerial lidar and digital orthophotography was used to provide a complete PLS CAD model including CAD base maps. Preparation of 68 sketches and legals along with 38 boundary surveys for acquisition.			
e.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	FPL, Whitfield Sketch & Descriptions for Easements, Sarasota County, FL	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
Project Surveyor. E to prepare a complete base mapping for the 16-mile FPL corridor in Sarasota County. ESP provided a complete topographic survey, R/W base maps for the corridor and adjacent properties, tree survey to Sarasota County Standards, individual parcel boundary surveys for easement and R/W acquisition. We prepared sketches and descriptions for the Sarasota County parcels utilizing the Sarasota County Standards. Final Deliverables included complete ACAD Civil 3D files along with final PDF files and a PLSSCAD database.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each person)

12. NAME Greg Prather, PSM	13. ROLE IN THIS CONTRACT Project Surveyor	14. YEARS EXPERIENCE	
		a. TOTAL 42	b. WITH CURRENT FIRM 38
15. FIRM NAME AND LOCATION (City and State) Pickett and Associates, LLC - An ESP Company – Lakeland, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION) Surveying Technology I & II, Maynard A. Travis Technical Center Surveying & Mapping Degree, International Correspondence School		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Licensed Surveyor & Mapper, FL # 5135	
18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, etc.)			

19. RELEVANT PROJECTS

a. (1) TITLE AND LOCATION (City and State) SWFWMD: Lake Hancock Lake Level Modification Project	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020	CONSTRUCTION (if applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Survey Manager. Boundary surveys for multiple large acquisition parcels involved Title Policy review and application, Ordinary High Water Line (OHWL) determination inclusive of topographic data acquisition and legal description preparation.		
b. (1) TITLE AND LOCATION (City and State) SWFWMD: Upper Peace River MFL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020	CONSTRUCTION (if applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Survey Manager. Horizontal and vertical control, as-builts, cross sections and bridge detail along Peace River from Bartow to Wauchula.		
c. (1) TITLE AND LOCATION (City and State) SFWMDC: C-43 Water Quality Treatment Area	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Survey Manager. Level adjustment on set targets to obtain control for photogrammetric mapping, supplement spot elevations in areas of obstructed mapping to create a combined topographic survey.		
d. (1) TITLE AND LOCATION (City and State) SFWMDC: Deer Fence Canal	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2010	CONSTRUCTION (if applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Survey Manager. Boundary Survey of eleven miles of Deer Fence Canal right of way in Hendry County. Recorded in the public records of Hendry County.		
e. (1) TITLE AND LOCATION (City and State) SFWMDC: Southern CREW	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2009	CONSTRUCTION (if applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Survey Manager. Marked the fill limits and prescribed elevations around the various on-site lakes and ponds along with establishing grade stakes on a 500-foot grid throughout the site. Determined the project location and limits. Established the exterior limits of a Cypress Head and marked with wooden stakes as directed by the District. Computed the cut and fill quantities throughout the site and prepared a surveyor's report detailing the results.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Martin Stoughton, PSM, PLS	Mobile Lidar Manager	a. TOTAL	b. WITH CURRENT FIRM
		45	9
15. FIRM NAME AND LOCATION (City and State)			
ESP Associates, Inc. - Pittsburgh, PA			
16. EDUCATION (DEGREE AND SPECIALIZATION)		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
US ARMY Artillery Survey School, Surveying Certificate		Professional Surveyor and Mapper, FL # LS6975 Professional Land Surveyor, PA # SU075370 Professional Land Surveyor, NC # L-3727 Professional Land Surveyor, CO # 38371 Professional Surveyor, WV # 2316	
18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, etc.)			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Coconut Creek Mobile Lidar, Coconut Creek, FL	PROFESSIONAL SERVICES 2016	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>Project Surveyor for mobile lidar surveys throughout the City of Coconut Creek, FL in support of field data collection efforts within approximately seventeen (17) miles of local City right-of-way. The collected data was used to deliver a topographic survey depicting relevant surface features within the right-of-way. Utilizing mobile lidar laser scanning, ESP collected as-built point cloud data within the right-of-way limits of the project's roadways and provided them in AutoCAD and GIS formats. Conventional surveying was used to control the mobile lidar data.</p>			
b.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Florida Turnpinke Mobile Mapping Margate, FL	PROFESSIONAL SERVICES 2020	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>Project Manager. ESP performed mobile lidar collection on approximate thirty (30) miles of roadway on the Florida Turnpike from exit 75 (Glades Road) to exit 54.</p>			
c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Mobile Lidar Services for Houtzdale Waterline Project Houtzdale, PA	PROFESSIONAL SERVICES 2017	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>Project Manager for mobile lidar collection along 30 miles of roadway for the design and upgrade of waterlines near the town of Houtzdale, PA. ESP coordinated locations for approximately 200 mobile lidar control panels and 200 mobile lidar validation check points throughout the project that were used to register and quality control the delivered point cloud(s). ESP delivered registered point cloud(s), Control Report showing all coordinates and elevations of on-site control, RMSE report showing vertical error between registered point cloud and validation points and a registered point cloud(s) and imagery in TopoDOT format.</p>			
d.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Wheeling Streetscape Ground Penetrating Radar & Mobile Lidar, Wheeling, WV	PROFESSIONAL SERVICES 2017	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>Project Manager for SUE/GPR services and mobile lidar mapping on Main St, Market St, 16th St, Eoff St and corresponding cross roads, approximately 2.1 miles of roadway. ESP performed all necessary survey control needed for the mobile lidar and conventional surveying required to locate obscured storm drainage and sanitary sewer structures within the project limits. ESP utilized a Sensors & Software, Inc. LMX100 GPR cart to check for voids along the face of the buildings and noted any voids with the designation "possible void, further investigation recommended". All mapping was done to the level of accuracy and standards as per the WVDOH Design Directives.</p>			
e.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	WVDOH Aerial Photography and Lidar Mapping Mercer County, WV	PROFESSIONAL SERVICES 2017	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>Project Manager for 40 acres of aerial photography and lidar including three pairs of ground control inside the project limits. All work was in compliance with the West Virginia Department of Transportation Division of Highways Design Directive section 810 and the West Virginia Department of Transportation 2006 CADD Standards.</p>			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Harold Rempel, III, CP, CMS-Lidar, GISP, RPP, SP	Lead Photogrammetrist	a. TOTAL	b. WITH CURRENT FIRM
		28	10
15. FIRM NAME AND LOCATION (City and State)			
ESP Associates, Inc. - Fort Mill, SC			
16. EDUCATION (DEGREE AND SPECIALIZATION)		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
Attended, Remote Sensing and Topographic Analysis, Defense Mapping Agency and Various Remote Sensing Schools Certificate, Project Management, Boston University		Certified Photogrammetrist, ASPRS # R1418 Certified Mapping Scientist - Lidar, ASPRS # L032 Geographic Information System Professional # 61210 Surveyor Photogrammetrist, VA # 0408000040 Registered Professional Photogrammetrist, OR # 79605RPP	
18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, etc.)			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
City of Columbia Rocky Branch Stormwater CIP Columbia, SC	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	2022	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
a. Photogrammetrist. ESP supported the City of Columbia with the inventory and assessment of drainage assets, and the planning, design, and implementation of stormwater improvements within the Rocky Branch Watershed. Overall project tasks include data collection/compilation, drainage system evaluation, improvement alternatives, design, permitting and FEMA map revisions, construction services, FEMA map revisions, and public outreach. As part of this effort, ESP collected and processed aerial lidar and imagery for the project area. The lidar was collected at an ~34 points per square meter and the aerial imagery collected at a 2.5 cm resolution, allowing for accurate baseline data to be used for detailed planning as well as many other uses in the future such as highly-detailed planimetric and topographic mapping.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
NC State University North and Central Campus Base Mapping Raleigh, NC	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	2020	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
b. Photogrammetrist. ESP provided photogrammetric and lidar mapping services, resulting in CADD and GIS deliverables for NCSU's North and Central Campus, which is approximately 378 acres. The ESP team acquired 3-band Digital Color Imagery using a Phase I aerial camera and lidar data using a Reigl 1560i 2MHz system. ESP provided aerial triangulation and lidar calibration services. ESP also processed and classified the lidar data and completed a photogrammetrically-compiled planimetric map of the entire area. A Digital Terrain Model (DTM) consisting of mass points and breaklines was produced and delivered as well. Obscured areas for both planimetric and DTM surveys were traditionally surveyed.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Southwest Florida Water Management District Lidar, Pasco District	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	2004	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm
c. Project Manager for the 2004 lidar mapping to create and deliver digital terrain models (DTM), capable of generating one-foot contours and to produce orthophotography at a 200' scale. The mapping consisted of lidar data collected using a Leica ALS-40 lidar Sensor, contour generation, and production of natural color orthophotography with a 30-cm GSD using imagery collected with a Leica ADS-40 Aerial Digital Camera.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Phase 4 QL1 Geiger-mode Lidar Project, Piedmont/Mountain Regions, NC	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	2016	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
d. Project Manager for Geiger-mode lidar collection and processing and the generation of Hydro DEM raster products. The project design was developed to ensure that the acquired lidar data meets or exceeds the requirements for the current USGS QL1 and State lidar Specifications.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Florida Department of Emergency Management	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	2008	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm
e. Delivery Manager and QA/QC responsible for data and information management tasks for portions of the 14,600 square mile coastal lidar project in support of hurricane surge modeling for the Florida Division of Emergency Management. Also conducted independent accuracy testing and quality management of data produced in 2007 and was responsible for packaging final deliverables for distribution. This effort involved data and products from multiple team members.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Craig Emrick, PSM	Aerial Mapping Manager	a. TOTAL	b. WITH CURRENT FIRM
		29	13
15. FIRM NAME AND LOCATION (City and State)			
Pickett and Associates, LLC - An ESP Company – Lakeland, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION)		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
BS, Geomatics, University of Florida AA, Engineering, Hillsborough Community College		Professional Licensed Surveyor & Mapper, FL # 5568 Professional Licensed Surveyor, AL # 28853 Certified Wetland Delineator (ACOE)	
18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, etc.)			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	USDA/NRCS: J.R. Paul, Jack Paul and Hollingsworth WRP Survey	PROFESSIONAL SERVICES 2009	CONSTRUCTION (if applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
Survey Manager. Survey control network, boundary determination of 3 parcels totaling 3,036 acres, office computations, creation of survey map and field crew management.			
b.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	USDA/NRCS: Fisheating Creek WRP Survey	PROFESSIONAL SERVICES 2011	CONSTRUCTION (if applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
Survey Manager. Survey control network, boundary determination for 5 parcels totaling 2,620 acres, office computations, creation of survey maps and field crew management.			
c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	TransCanada: Connecticut River Valley Lidar Project MA, VT, NH	PROFESSIONAL SERVICES 2013	CONSTRUCTION (if applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
Survey Manager. Provided an aerial survey of 260 Miles of River Corridor along the Connecticut River, with widths varying from 0.5mi to 3.0 mi (average of 1.0 mi) to facilitate floodplain analysis, erosion analysis, environmental assessment, risk analysis and as a basis for Federal Energy Regulatory Commission (FERC) permitting. Acquired digital imagery, lidar data and occupied 6 different GNSS Base Stations. Lidar was classified to bare-earth, non-ground and water and delivered in LAS format. Orthorectified imagery was created with a 0.26' GSD.			
d.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	SFWMD: Clemens Boundary Survey	PROFESSIONAL SERVICES 2009	CONSTRUCTION (if applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
Survey Manager. Provide a boundary survey of 1,177.53 acres along the Kissimmee River flood plains inclusive of establishing and setting monumentation to State Plane Coordinates, and locating all improvements within 10 feet from the tracts boundary line. Certified Corner Records were completed for all found or set sectional breakdown corners which were then filed with the FDEP and reported to NGS.			
e.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	SFWMD: Oak Creek	PROFESSIONAL SERVICES 2010	CONSTRUCTION (if applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
Survey Manager. Assist project surveyor in topographic survey including centerline profiles and cross sections for Oak Creek, Starvation Slough and two un-named creeks for approximately 16.2 miles of creek centerline. Compilation of SFWMD benchmark forms for 46 vertical control points and Staff Gauge sketches for 36 locations along the project.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each person)

12. NAME Brian Flaherty, PLS, AGI, CFI	13. ROLE IN THIS CONTRACT UAS Manager / Lead Pilot	14. YEARS EXPERIENCE	
		a. TOTAL 34	b. WITH CURRENT FIRM 26
15. FIRM NAME AND LOCATION (City and State) ESP Associates, Inc. - Fort Mill, SC			
16. EDUCATION (DEGREE AND SPECIALIZATION) Burlington County Community College, Pemberton, NJ Sandhills Community College, Pinehurst, NC		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Land Surveyor: NC #L-4357; Part 61 - Commercial Pilot (Single Engine Land-Multi Engine Land); Part 61 - Certified Flight Instructor - Single Engine; Part 61 -Advanced Ground Instructor; Part 107-UAS Remote Pilot; NCDOT Commercial UAS Operator Permit	
18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, etc.)			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) Wylie Woodlawn 100 kV Transmission Line, Fort Mill, SC	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2023	CONSTRUCTION (if applicable)
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm UAS Manager. ESP Flew a mission for Duke Energy to establish a hybrid approach using a combination of conventional, terrestrial laser scanning, and UAS Lidar/Imagery for upgrading of a service line to a substation. This approach improves efficiency in collecting the data, improves the quality of the data, while providing a safer collection of data. The mission was flown with at 390 ft AGL, with 80% forward and side overlap. ESP used a full array of software to post process the lidar and imagery. ESP further processed the lidar data with classification process to filter the lidar into the correct categories		
(1) TITLE AND LOCATION (City and State) Hurricane Matthew UAS Flood Inundation Imagery, SCDNR Various Counties, SC	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2016	CONSTRUCTION (if applicable)
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm UAS Manager. ESP provided South Carolina Department of Natural Resources (SCDNR) with time of need Unmanned Aerial System (UAS) support in the wake of Hurricane Matthew. ESP flew missions in the communities of Bucksport, Conway, Nichols, and Socastee to document peak flood stage levels in and around heavily developed areas and critical infrastructure using photos and video. ESP worked with both SCDNR and South Carolina Department of Health and Environmental Control (SC DHEC) to plan and execute a mission that captured several key areas of concern in the Nichols Community.		
(1) TITLE AND LOCATION (City and State) 1-70 Underdrain Survey Henry and Wayne County, IN	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2019	CONSTRUCTION (if applicable)
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm UAS Manager. ESP teamed with VS Engineering to provide a UAS and mobile lidar survey for 7 miles of I-70 through Henry and Wayne County for the Indiana Department of Transportation. This data set would be used to assess the current drainage infrastructure so engineered improvements could ensure a safer driving surface. ESP Associated decided that we would deploy our mobile and UAS lidar systems to acquire the data needed. The data was collected with our Microdrones MD4-3000 with a Riegl MiniVUX-1DL lidar sensor and our Riegl VMX-1ha mobile lidar system. ESP provided a high-resolution LAS point cloud files, and perspective and images.		
(1) TITLE AND LOCATION (City and State) UAS Oblique Imagery Acquisition for SERA Dams, Cabarrus, Gaston, Union Counties, NC	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020	CONSTRUCTION (if applicable)
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Flight Operations Manager for collection of oblique imagery for 81 high and significant hazard dams for North Carolina Emergency Management. The imagery was used for the State Emergency Response Application project. Imagery was collected at several different altitudes to provide best view advantages for SERA integration.		
(1) TITLE AND LOCATION (City and State) Lumberton and Fair Bluff Image Acquisition, Robeson County & Columbus County, NC	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2018	CONSTRUCTION (if applicable)
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Flight Operations Manager for collection of Nadir imagery to capture peak flooding during Hurricane Florence for NCEM. The imagery was used for ortho creation to help document peak flooding from Hurricane Florence.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each person)

12. NAME Jeff Small	13. ROLE IN THIS CONTRACT Survey Field Supervisor	14. YEARS EXPERIENCE	
		a. TOTAL 32	b. WITH CURRENT FIRM 7
15. FIRM NAME AND LOCATION (City and State) ESP Associates FL, Inc, - Bradenton, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) HS, Diploma		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, etc.)			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) City of Bradenton Stormwater & Utility Mapping, Village of the Arts Project, Bradenton, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>Field Manager for survey and mapping for the Village of the Arts South Drainage Improvements project. ESP established the existing R/W and easements of record for the corridor. Other services included: mainline design and side street topographic survey, locating all structures to include inlets, MES Pipes, and other storm water features. Cross sections were obtained to define all slope breaks found in the topographic data collection. Utility location and coordination with 811 was required to locate and show all utilities from surface evidence. Tree location surveys were also performed for the project</p>			
b.	(1) TITLE AND LOCATION (City and State) City of Bradenton Stormwater & Utility Mapping, 2nd Ave E Stormwater Drainage, Bradenton, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>Field Manager. ESP has provided detailed design, R/W, and utility mapping for 1.7 miles of the City's 2nd Ave corridor. This corridor required the detailed mapping of water, storm and sanitary sewers, gas lines, and fiber optic cables.</p>			
c.	(1) TITLE AND LOCATION (City and State) City of Bradenton Stormwater & Utility Mapping Safe Route Schools Project, Bradenton, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>Field Manager for surveying and mapping services for the Safe Route to Schools project (Manatee Elementary Sidewalks FY2023). ESP provided the center alignment along all streets of the area and established both horizontal and vertical control for the project. Topographic data was collected along all streets within the existing R/W limits and included all power poles, trees, driveways and other above ground features critical to the sidewalk construction. Utility location services were also provided, including surface evidence of utilities of Fire Hydrants, valves, manholes and water meters along the R/W corridor.</p>			
c.	(1) TITLE AND LOCATION (City and State) FPL, North Florida Resiliency Connector 46-Mile 230kV Transmission Corridor, Madison & Jefferson Counties, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>Field Manager for surveying and mapping services on 46 miles of new 230kV transmission line, including the location of key features and topography within a 100- foot corridor running on the north side of I-10 through Madison and Jefferson counties in Florida. ESP is using a combination of aerial lidar, GPS, robotic total stations, and underground utility locating equipment to collect the required information. ESP is providing complete surveying services in support of this new transmission line, including: horizontal & vertical control, mainline design/topographic surveys, tree surveys and vegetation, utility coordination/location, pole and ROW staking, as-built surveys, route in-line drawings, and easement drawings and local descriptions. ESP prepared 385 boundary survey drawings for use in the easement acquisition process. Aerial lidar and digital orthophotography was used to provide a complete PLS CAD model including CAD base maps.</p>			
e.	(1) TITLE AND LOCATION (City and State) Charter School Properties Seminole Charter School and Riverview Site Seminole, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>Field Manager. ESP performed surveying and SUE services for two school sites for Charter School Properties. Perimeter boundary surveying services were performed for the proposed Seminole Charter School Site, which consists of three adjacent and contiguous properties located in Seminole, Pinellas County, Florida. ESP also performed boundary, topographic and tree location surveying, and Level B utility designation services for the Riverview site located in Hillsborough County, Florida. ESP performed boundary survey, topographic survey, and tree location (trees over 5" in diameter) for two adjoining parcels, and additional topographic surveying services consists for two additional areas, consisting of approximately 4 acres, with SUE and mapping service for approximately 2 acres.</p>			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each person)

12. NAME Ronald Wolkse	13. ROLE IN THIS CONTRACT Senior Survey Technician	14. YEARS EXPERIENCE	
		a. TOTAL 29	b. WITH CURRENT FIRM 5
15. FIRM NAME AND LOCATION (City and State) ESP Associates FL, Inc, - Bradenton, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) AA, State College of Florida		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, etc.)			

19. RELEVANT PROJECTS

a. (1) TITLE AND LOCATION (City and State) City of Bradenton Stormwater & Utility Mapping, 2nd Ave East Corridor, Bradenton, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Survey Technician. ESP provided detailed design, R/W, and utility mapping for 1.7 miles of the City's 2nd Ave corridor. This corridor required the detailed mapping of water, storm and sanitary sewers, gas lines, and fiber optic cables.		
b. (1) TITLE AND LOCATION (City and State) City of Bradenton Stormwater & Utility Mapping, Southern Parkway Corridor, Bradenton, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Survey Technician. ESP provided detailed design, R/W, and utility mapping for 2.1 miles of the City's southern parkway corridor. This corridor required the detailed mapping of water, storm and sanitary sewers, gas lines, and fiber optic cables.		
c. (1) TITLE AND LOCATION (City and State) FPL Base Map Preparation for SR 72 / Clark Road, Sarasota, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2021	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Survey Technician in support of ESP to complete base mapping for the 13-mile FPL corridor in Sarasota County. Our scope of services included a complete topographic survey, R/W base maps for the corridor and adjacent properties, tree survey to Sarasota County Standards, individual parcel boundary surveys for easement and R/W acquisition. Our scope of services included the preparation of sketches and descriptions for the Sarasota County parcels.		
d. (1) TITLE AND LOCATION (City and State) Boundary & Jurisdictional Regulatory Line Location Survey for 3761 Casey Key Rd. (FDEP, SWFWMD and Sarasota regulatory criteria)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2019	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Survey Technician. ESP prepared a complete boundary, topographic, mean high water line and jurisdiction regulatory line location survey for the project site situated at 3761 Casey Key Road on Casey Key in Sarasota County. ESP located and tied the survey to the CCCL, the Sarasota County Gulf Beach Setback Line, Seasonal high-water line, the Mean High-Water Line and the beach erosion control line. In addition, the team established the required building setback lines and the line of water ward construction.		
e. (1) TITLE AND LOCATION (City and State) American Cement Bushnell East New 239 kV Transmission Line Bushnell, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2019	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Survey Technician for rebuilding and construction of approximately 9 miles of transmission line. ESP is providing location and acquisition surveys including easements and property lines, existing poles/structures, and future highway improvements. Upon completion of as-builts and easement acquisition, ESP will prepare an update real estate map.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Paul Smith	Survey CAD Technician	a. TOTAL	b. WITH CURRENT FIRM
		5	5
15. FIRM NAME AND LOCATION (City and State)			
ESP Associates FL, Inc, - Bradenton, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION)		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
AAS, Drafting and Design Technologies			
18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, etc.)			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	City of Bradenton, Area 2021A Topographic Survey Extension, Bradenton, FL	PROFESSIONAL SERVICES 2021	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
	CAD Technician for the waterline extension project in Bradenton, FL. ESP established existing R/W and easements of record for the corridor. Other services included: mainline design and side street topographic survey, locating all structures to include inlets, MES Pipes, and other storm water features. Cross sections were obtained to define all slop breaks found in the topographic data collection. Utility location and coordination with 811 was required to locate and show all utilities from surface evidence		
b.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	City of Bradenton, WMI 10B Bradenton CRA Sidewalk Project	PROFESSIONAL SERVICES Need	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
	Need		
c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	City of Bradenton Stormwater & Utility Mapping Safe Route Schools Project, Bradenton, FL	PROFESSIONAL SERVICES 2021	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
	CAD Technician for surveying and mapping services for the Safe Route to Schools project (Manatee Elementary Sidewalks FY2023). ESP provided the center alignment along all streets of the area and established both horizontal and vertical control for the project. Topographic data was collected along all streets within the existing R/W limits and included all power poles, trees, driveways and other above ground features critical to the sidewalk construction. Utility location services were also provided, including surface evidence of utilities of Fire Hydrants, valves, manholes and water meters along the R/W corridor.		
d.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	FPL, Bobwhite to Howard 13.16-Mile 138 kV Transmission Corridor, Sarasota, FL	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
	CAD Technician for surveying and mapping in support of a new 138kV transmission line between the Howard and Bobwhite Substations in Sarasota, FL. Surveying services included a comprehensive route survey, substation surveys, and included plotting the boundaries of any existing FPL transmission easements along the proposed route. Aerial lidar and digital orthophotography was used to provide a complete PLS CAD model including CAD base maps. Preparation of 68 sketches and legals along with 38 boundary surveys for acquisition.		
e.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Deerfield Beach Injection, 230vK Transmission Line, Broward, FL	PROFESSIONAL SERVICES 2021	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
	Survey Technician for surveying and mapping in support of a new 230kV transmission line from the existing Goolsby Substation to the existing Deerfield Beach Substation in Broward County. ESP utilized terrestrial LiDAR, conventional field survey data and 2020 high resolution orthophotography to complete the project scope of this corridor. Services included route-of-line topographical survey of the 7 segments which compromise approximately a 2.44-mile route.		



TAB 4

**PROFICIENCY
WITH SIMILAR
SERVICES /
PROJECTS**

4

TAB 4: PROFICIENCY WITH SIMILAR SERVICES / PROJECTS

ESP brings the optimal combination of experience, expertise, and local knowledge to the City. The following table provides a summary of the ESP team's experience with similar projects and associated scope of work, with specific project descriptions to follow in the SF 330 form.

Project Name	City Scope of Services						Value-Added			
	Line & Grade Layout	Boundary / Topo	Staking (horizontal & vertical)	Location Surveys	Cross-Sections	Reporting	Hydro	SUE	UAS	Lidar
Bradenton, Oak St, 11th Ave E, and 21st St E	●	●	●	●	●	●				
Bradenton, Safe Route Schools Project	●	●	●	●	●	●				
Bradenton, Village of the Arts Project	●	●	●	●	●	●				
Mobile Bay, I-10 Hydrographic Survey		●			●	●	●			●
FPL, Whitfield Injection Transmission Line	●	●	●	●		●			●	●
Coconut Creek, Mobile Lidar Design Surveys		●		●	●	●				●
City of Columbia, Stormwater CIP	●	●	●	●	●	●		●		●
SJRWMD Lake Jesup Hydro and Topo Surveys		●		●	●	●	●			●
FPL, New Coast- Myakka 138kV Transmission Line	●	●	●	●	●	●			●	●
Survey Support for Clay Settling Area Dams	●	●	●	●	●	●	●		●	●



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION (City and State) City of Bradenton Stormwater & Utility Mapping, Oak Street, 11th Avenue East and 21st Street East		22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing CONSTRUCTION (if applicable) N/A
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER City of Bradenton	b. POINT OF CONTACT NAME Kim Clayback, PE	c. POINT OF CONTACT TELEPHONE NUMBER 941.708.6300 ext. 224
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost.)		



Since 2018, ESP has been providing as-needed surveying services in support of City of Bradenton roadway, sidewalk, and utility improvement projects. As part of this contract, ESP prepared the master topographic, right-of-way and detailed utility maps for approximately three miles of roadway and drainage outfall for Oak Street, 11th Avenue East and 21st Street East in Bradenton. The project was referred to by the City as Areas 1A, 2A, 1B and 1C for the capital improvements plan. Final deliverables include complete DTM, plan and profile shots and utility maps in AutoCAD Civil 3D 2017 format.

Project Highlights

- Topographic, right-of-way and detailed utility mapping

Contract Value

\$ 58,000

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. ESP Associates FL, Inc.	Bradenton, FL	Surveying / SUE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED
City of Bradenton, Safe Route Schools Project		PROFESSIONAL SERVICES
		CONSTRUCTION (if applicable)
		2021
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Bradenton	Kim Clayback, PE	941.708.6300 ext. 224
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost.)		



As part of ESP's on-call surveying contract, ESP provided surveying and mapping services for the City of Bradenton's Safe Route to Schools project (Manatee Elementary Sidewalks FY2023). ESP provided the center alignment along all streets of the area and established both horizontal and vertical control for the project. ESP utilized the corridor control established to recover and tie sufficient monumentation to depict the existing corridor R/W. Topographic data was collected along all streets within the existing R/W limits and included all power poles, trees, driveways and other above ground features critical to the sidewalk construction. Utility location services were also provided, including surface evidence of utilities of Fire Hydrants, valves, manholes and water meters along the R/W corridor.

Project Highlights

- Detailed storm, sanitary water line and utility mapping
- Topographic Surveys

Contract Value

\$ \$20,230

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. ESP Associates FL, Inc.	Bradenton, FL	Surveying / SUE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		
20. EXAMPLE PROJECT KEY NUMBER	22. YEAR COMPLETED	21. TITLE AND LOCATION (City and State)
3	2021	

City of Bradenton, Village of the Arts Project		
PROFESSIONAL SERVICES	2021	
CONSTRUCTION (if applicable)		N/A

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Bradenton	Kim Clayback, PE	941.708.6300 ext. 224

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost.)



Project Highlights

- Mainline Design and Side Street Topographic Survey

Contract Value

\$ \$44,250

ESP provided survey and mapping for all streets in the Village of the Arts South Drainage Improvements project. Horizontal control was established utilizing both the FPRN and Trimble VRS networks, providing a base for utilizing exiting information from the current State Labins GIS system, the FDOT datum and county GIS and land-based datum property line and R/W data. ESP established the existing R/W and easements of record for the corridor. Other services included: mainline design and side street topographic survey, locating all structures to include inlets, MES Pipes, and other storm water features. Cross sections were obtained to define all stop breaks found in the topographic data collection. Utility location and coordination with 81 1 was required to locate and show all utilities from surface evidence. Tree location surveys were also performed for the project.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)
	ESP Associates FL, Inc.	Bradenton, FL
		Surveying / SUE
		(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

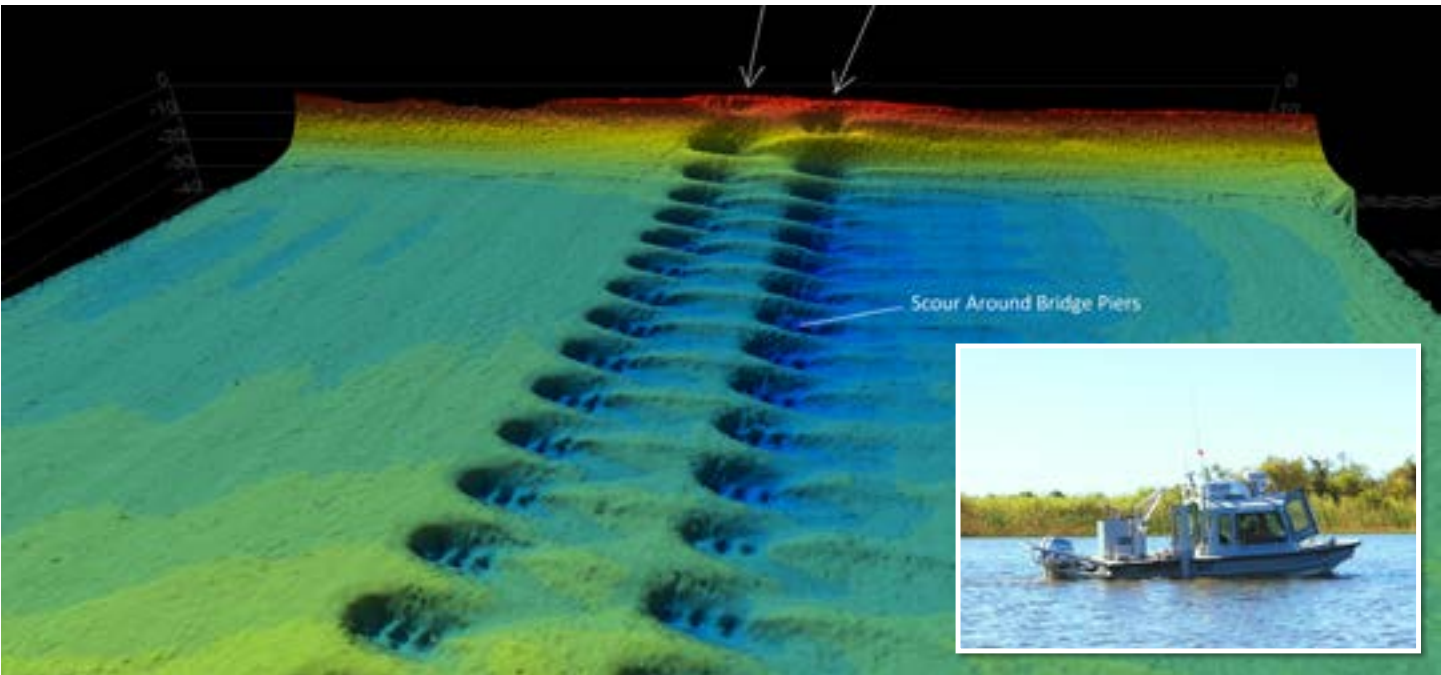
20. EXAMPLE PROJECT KEY NUMBER

4

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Mobile Bay, I-10 Hydrographic Survey	2018	N/A

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Hydro Engineering Solutions	John Curry, PE	334.466.0894

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost.)



ESP completed hydrographic surveys along the I-10 corridor crossing Mobile Bay, which involved single and multibeam bathymetric data collection along the existing I-10 dual bridge 8 mile alignment and included data collection within a portion of the Port of Mobile. ESP's survey vessel was utilized to collect full bottom multibeam bathymetry for all deep water portions of the project. Multibeam data was collected on the Blakely, Apalachee, Tensaw, Spanish and Mobile Rivers and along portions of the old barge canal constructed between the existing I-10 bridges. Shallow water areas along the alignment were collected using our shallow draft recon vessel equipped with two independent single beam Hydrolite systems, two Trimble R8 survey grade GPS receivers and two TSC3 data collectors providing redundant survey grade single beam data collection.

Project Highlights

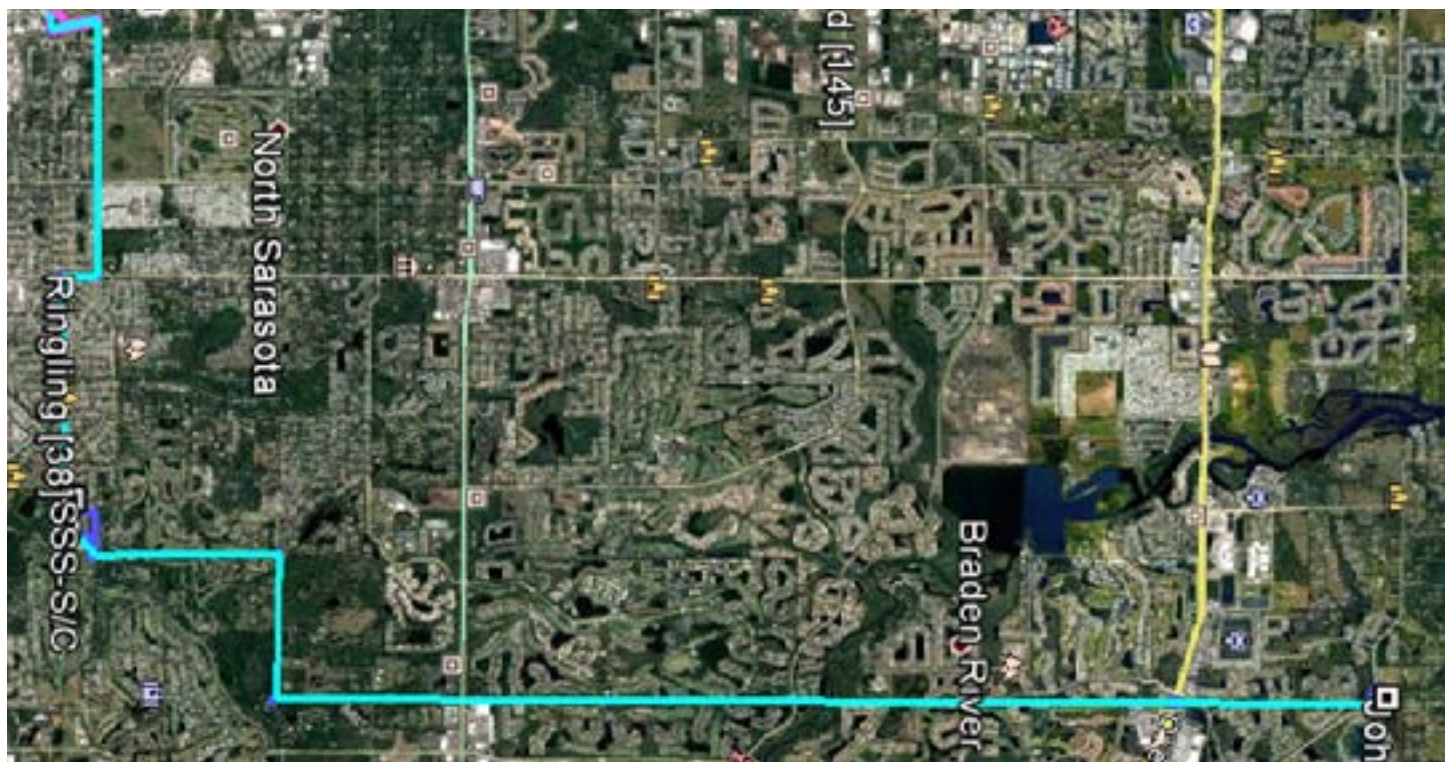
- Topographic Survey
- Mobile Lidar
- Bathometric Surveys

Contract Value

\$ 87,500

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)
a.	ESP Associates FL, Inc.	Bradenton, FL
		(3) ROLE
		Hydrographic Surveying

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 5
21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED
Florida Power & Light, Whitfield Injection 138kV Transmission Line		PROFESSIONAL SERVICES 2020
		CONSTRUCTION (if applicable) N/A
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Florida Power & Light	b. POINT OF CONTACT NAME Daniel Hronec, PE	c. POINT OF CONTACT TELEPHONE NUMBER 561.904.3638
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost.)		



ESP provided surveying and mapping services on 12 miles of new 138kV transmission line located between the Johnson and Ringling substations in Sarasota and Manatee County. ESP utilized aerial lidar, terrestrial and UAV lidar combined with weather stations, GPS and robotic total stations with data collectors to complete the project scope for this corridor, which minimized the disruption to the site access while providing for a safe working environment for the survey staff. This approach also ensured all major swales and drainage areas and ponds adjacent to the R/W were well defined in the data collection. ESP used existing orthophotography to assist with section and property line ties along the corridor to acquire the new photography that is used as the base for the mapping work. Our research of the FDOT District One R/W Maps along with Horizontal and Vertical Control data that exists, expedited both the control and sectional mapping for this project and substantially enhanced the creation of the land-based parcel mapping. ESP provided complete surveying services in support of this new transmission line.

Project Highlights

- ESP + Pickett project
- Aerial Lidar, Terrestrial and UAV Lidar

Contract Value

\$ 198,488

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. ESP Associates FL, Inc.	Bradenton, FL	Surveying, SUE, Mapping
b. Pickett and Associates, LLC - An ESP Company	Lakeland, FL	Aerial Lidar

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 6
21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED
City of Coconut Creek, Mobile Lidar Design Surveys		PROFESSIONAL SERVICES 2016
		CONSTRUCTION (if applicable) N/A
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER City of Coconut Creek	b. POINT OF CONTACT NAME Asaad Akar, PE	c. POINT OF CONTACT TELEPHONE NUMBER 954.956.1504
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost.)		



ESP completed mobile lidar surveys throughout the City of Coconut Creek, FL in support of field data collection efforts within approximately seventeen (17) miles of local City right-of-way. The collected data was used to deliver a topographic survey depicting relevant surface features within the right-of-way. Utilizing mobile lidar laser scanning, ESP collected as-built point cloud data within the right-of-way limits of the project's roadways and provided them in AutoCAD and GIS formats. Conventional surveying was used to control the mobile lidar data. The survey data contained pertinent features within the right-of-way including; paved surfaces, pavement markings, sidewalks, curbs, gutters, swales, driveways, trees, hedges, landscaping, mail boxes, fences, walls, surface utility fixtures for water and sewers, fire hydrants, meters, manholes, drainage inlets, culverts, telephone, electric, cable risers, utility poles, street lamps, overhead wiring, traffic signals, and signage.

Project Highlights

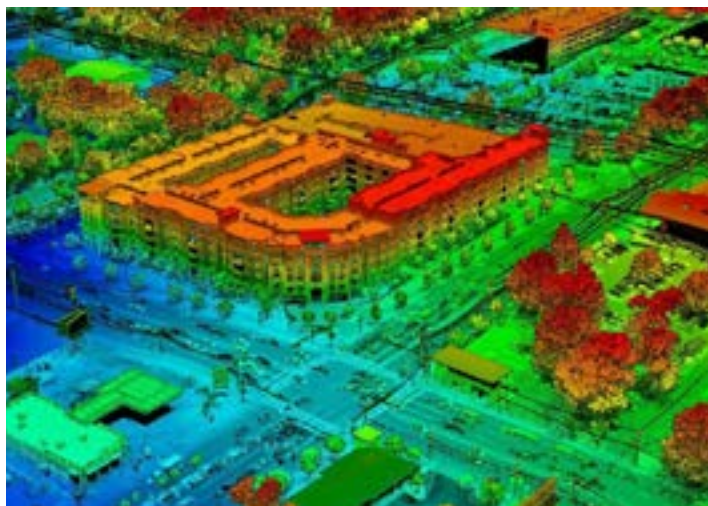
- Topographic Surveys
- Utility Infrastructure Surveys, Right-of-Way Surveys,
- Mobile Lidar

Contract Value

\$ 125,300

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. ESP Associates FL, Inc.	Bradenton, FL	Surveying / Lidar

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 7
21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED
City of Columbia Rocky Branch Stormwater CIP		PROFESSIONAL SERVICES
		Ongoing
		CONSTRUCTION (if applicable)
		N/A
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Columbia	Wesley Harrison, PE	803.545.4275
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost.)		



ESP is supporting the City of Columbia, SC with the inventory and assessment of drainage assets, and the planning, design, and implementation of stormwater improvements within the Rocky Branch Watershed. The project, which is located in a high-profile urbanized area in the City with a history of flooding, is being performed in multiple phases. The project is currently in Phase 1 (Preliminary Engineering). Phases 2 and 3 will include design/permitting, and construction services, respectively.

Overall project tasks include data collection/compilation, drainage system evaluation, improvement alternatives, design, permitting and FEMA map revisions, construction services, FEMA map revisions, and public outreach. The project encompasses range of geospatial, civil, geotechnical, survey/SUE, and environmental services. The current phase (Preliminary Engineering) includes a complete inventory and condition assessment of the drainage system (6,000+ pipes and structures), compilation of numerous previous studies, watershed characterization and problem area screening, drainage system modeling and sufficiency analysis, and development of improvement design schematics and cost estimates.

As part of this effort, ESP collected and processed aerial lidar and imagery for the project area. The lidar was collected at an ~34 points per square meter and the aerial imagery collected at a 2.5 cm resolution, allowing for accurate baseline data to be used for detailed planning as well as many other uses in the future such as highly-detailed planimetric and topographic mapping.

Project Highlights

- Drainage Asset Inventory/Assessment
- Field Survey
- Advanced GIS Analysis
- Aerial Lidar and Imagery

Contract Value

\$ 844,400

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. ESP Associates, Inc.	Fort Mill, SC	Survey / Aerial Lidar / Asset Inventory

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 8
21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
St. Johns Water Management District, Lake Jesup Hydrographic and Topographic Surveys	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	2020	N/A
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER St. Johns Water Management District c/o Johnson, Mirmiran & Thompson	b. POINT OF CONTACT NAME David Stickles, PLS	c. POINT OF CONTACT TELEPHONE NUMBER 443.324.1139
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost.)		



ESP supported St. Johns Water Management District to improve their water flow and water quality of Lake Jesup located in Seminole County, FL. One restoration component was to restore flow circulation between Lake Jesup and the St. Johns River through the design of an additional inflow channel between the river and the lake. ESP provided both single beam and multi beam hydrographic data as well as ground profiles and digital scans for the bridge crossing to model the riverine basin for a new Channel C alignment. The bathymetric mapping provided bottom contour mapping of the river and lake bed to the elevation corresponding to a water depth of 3 ft or less at time of survey.

Project Highlights

- hydrographic surveys
- full bottom multibeam bathymetry

Contract Value

\$ 24,000

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. ESP Associates FL, Inc.	Bradenton, FL	Hydrographic Surveying, Topographic Surveying

21. TITLE AND LOCATION (City and State) FPL, New Coast- Myakka 138kV Transmission Line	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Florida Power & Light	b. POINT OF CONTACT NAME Daniel Hronec, PE	c. POINT OF CONTACT TELEPHONE NUMBER 561.904.3638
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost.)



ESP is providing surveying and mapping services on 14 miles of FPL corridor at New Coast- Myakka 138kV Transmission Line at Port Charlotte. Our scope of services include: plotting existing, creating sketch & description, performing boundary survey of approximately 225 easements; Stake approximately 660,000 of Right of Way and clearing staking; Perform approximately 180 preliminary, non-face, and final face pole staking; and survey approximately 180 as-built pole locations. We will create and maintain google earth KMZ and DXF file for new and existing FPL easements and warranty deeds. In addition, we utilized Aerial LiDAR and acquired new Ortho Photography for the corridor. Our scope of services included the preparation of sketches and Descriptions for the county parcels utilizing the Manatee County Standards. Final Deliverables included complete ACAD Civil 3D files along with final PDF files and a PLSSCAD database.

Project Highlights

- Topographic Survey
- Boundary Survey
- ROW / Staking

Contract Value

\$ 454,910

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	ESP Associates FL, Inc.	Bradenton, FL	Surveying

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 10
21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Mosaic, Survey Support for Clay Settling Area Dams	2021	N/A
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Mosaic	Matthew Edson	863-661-7377
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost.)		

Pickett is providing support for the construction of Survey Support for Construction of multiple Clay Settling Area Dams. This work includes providing fulltime survey support to field stake the lines and grades of engineer designed dam(s) including but not limited to limits of foundation, projected upstream slopes, projected downstream slopes, dam cross section, well location, staff gauge installation and replacement, hydraulic ditch and, structural components of the spillway. Field survey support may at times be required to delineate location and depth of soft unsuitable materials either inside or outside the dam alignment. Location of all engineer inspection points including, test pit locations and density test sites. The work includes working 4 to 6 active fill areas at a time and supporting the placement of upwards of 18,000 cubic yards of fill per day. At no time will Earthwork equipment be allowed to wait for survey support. Timely response to this need is critical. The field crew must have full time access to 4x4 off-road pick-up truck or similar, equipped with all equipment and training associated with vehicle recovery. Also, they must have extensive knowledge and experience driving off-road and working near heavy civil off-road equipment. Additional services include:

- Establish and maintain temporary benchmarks and project control as needed for Client and Contractor reference.
- Monthly topographic survey of the site for the purposes of monitoring construction progress. The monthly topographic survey shall be conducted on a mutually agreed upon day each month. The intent of the survey is to document construction progress and will be used to identify overall progress and completion of key aspects of the work across the entire site including multiple contractors.
- Monthly volumetric summary of construction progress. The successful surveyor will summarize construction completion in tabular format to reflect progress in 500 ft station increments or "blocks".
- Develop and update monthly plan view maps depicting cut and fill change from the previous monthly survey and a map depicting cumulative cut and fill from the project start.
- Develop a Civil 3D, 3-Dimensional "model" of the O1-B CSA, based on the engineers design drawings. The model shall be updated on a monthly basis to include the most recent monthly topographic survey. The model shall include cross sections cut at 500 ft spacing, extending from the project boundary to the upstream limit of required cut and/or fill activity, as indicated on the engineer's design plans.

Project Highlights

- Topo Surveys, Construction Staking, Volume Computations, Hydro Surveys, Aerial Lidar and Aerial Drone Surveys

Contract Value

\$ 1.6M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. Pickett and Associates, LLC - An ESP Company	Lakeland, FL	Surveying

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Walter J. Smith, PSM, PLS, PS (IN), MBA	Contract Manager / POC	✓	✓	✓	✓	✓			✓	✓	
Jeffery N. Lucas, PSM, PLS QA/QC	QA/QC Manager	✓	✓	✓	✓	✓	✓		✓	✓	
Jesse J. Price, PSM, PLS	Hydrographic / SUE Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Harold Rempel, CP, CMS-Lidar	Lead Photogrammetrist							✓			
Greg Prather, PSM	Project Surveyor										✓
Martin Stoughton, PSM, PLS	Mobile Lidar Manager						✓	✓			
Craig Emrick, PSM	Aerial Mapping Manager					✓					✓
Tim Sutherland, PSM	Survey Project Manager	✓	✓	✓		✓				✓	
Jeff Small	Field Supervisor	✓	✓	✓	✓	✓			✓	✓	
Ronald Wolkse	Senior CAD Technician	✓	✓	✓		✓			✓	✓	
Paul Smith	CAD Technician	✓	✓	✓		✓				✓	

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	City of Bradenton Stormwater & Utility Mapping, Bradenton, Oak St, 11th Ave E, and 21st St E	6	Coconut Creek, Mobile Lidar Design Surveys
2	City of Bradenton, Safe Route Schools Project	7	City of Columbia Rocky Branch Stormwater CIP
3	City of Bradenton, Village of the Arts Project	8	SJRWMD Lake Jesup Hydro and Topo Surveys
4	Mobile Bay, I-10 Hydrographic Survey	9	FPL, New Coast- Myakka 138kV Transmission Line
5	Florida Power & Light, Whitfield Injection Transmission Line	10	Mosaic, Survey Support for Clay Settling Area Dams



TAB 5

**PROJECT
CONTROL
/ PROJECT
APPROACH**

TAB 5: PROJECT CONTROL / APPROACH

ESP's staffing approach to the City's project assignments will be to assemble our project team for each assignment that best represents the experience needed for the task. Our team maintains a depth of knowledge and understanding for all aspects of land surveying services. The specifics of each assignment will be discussed with City staff upon receipt of a request for assignment. The ESP team approaches each project with a clear vision of what is required to make the project successful. Outlined below are some of the key steps in executing a successful survey and mapping project.

Research and Scoping

Upon receipt of an assignment request from the City Engineer, a site visit will be performed by the ESP project manager, project surveyor, and other key team members as necessary to address and perform the task assignment. Our project research will begin with the request and include all pertinent information for the assignment starting with the local City of North Port and Sarasota County data, along with any pertinent FDOT data and include information such as public records from the City and County within the project limits. Our research will include land records as pertinent by other local surveyors. Once we have completed our project research, we will move on to the project planning, work breakdown structure, and create a detailed scope of work, fees, and manhours consistent with the assignment request. Included in our project documentation will be a detailed QA/QC plan specific to the assignment and required components.

As referenced above, prior to providing a formal proposal or task order for our services, Mr. Smith will meet with City staff to understand the goals, the proposed scope of services and the expected project/construction schedule. He will discuss potential, foreseeable impediments and provide alternatives when possible. Our project experience with the City has proven that this process promotes the achievement of goals, overall project success and ultimately client satisfaction. As each task order is assigned by the City, Mr. Smith will review the tasks to be completed and assign to the most qualified team members. A responsibility matrix will be included as well to provide the City Engineer with a detailed understanding of our team's work effort. We will then prepare and submit our work plan, manhour sheets, and other referenced documents for negotiation.

Utility Infrastructure

As part of the project research, scoping and the execution of the work, detailed attention to the City's infrastructure is necessary on every City Project. Obtaining the utility maps, researching the underground storm, sanitary, and water line locations is paramount for each project. Utilizing a Level B designation along with the 811 Utility calls is a critical key to documenting the location of the pertinent utilities. A key part of each project is understanding the history of the utility infrastructure within the project limits. Each project assignment requires specific attention to detail as to the utilities that exist within the project corridor, the location, size type and vertical location where possible are critical elements for the accurate mapping of the utility infrastructure. Each project also requires the understanding of utility infrastructure that includes the FDOT Storm Water Management. Each project assignment may require the detailed research and mapping of storm water facilities that are adjacent to the City's project. This many times requires the tracing of storm water utility outfalls and adjacent storm water systems.

Kick-off Meetings

Once we have completed the negotiations and received our Task Authorization, we will schedule a kick off meeting with the City Engineer and other designated City staff, along with our professionals assigned to the project. We will conduct a subsequent kick-off with our project staff to include the field crews and all team members. The assignments will be thoroughly reviewed with the team to ensure there is a clear understanding of the work to meet the task requirements. All pertinent documents, standards, checklists, etc. will be provided to the survey team prior to performing the field survey and preparation of plats or documents.

We will provide the City Engineer with written minutes of all meetings. We will then commence the field work and other support as required and will submit all data files & segments to the City for review as specified by our project work plan as approved by the City project manager. If control maps or specific purpose survey maps are part of the

assignment, we will submit these for review with any supporting CAD files as requested. ESP will coordinate efforts with the City to notify all affected property owners of the project purpose and our presence on site.

Field Collection

At the start of the field work, the survey crew chief will receive the daily assignments and project data through a mobile “cloud” device. As the survey progresses, field collected data and other information is then checked for accuracy and uploaded by the same means on a daily basis. This process expedites the processing of the data and preparation of the survey documents.

Processing and Preliminary Deliverables

Once the data is processed and checked by the survey technician, the information can begin to be incorporated into the drawings. Again, all pertinent documents, standards, checklists, etc. will be reviewed by the survey technician for reference prior to preparation of plats and documents. All drawings will be prepared in AutoCAD file format (.dwg) and will meet the CADD standards as specified in the “Standards Manual for ESP (CADD) System”.

For **boundary and topographical surveying tasks**, our senior survey technicians first establish a survey control network at the site and perform the necessary property research. ESP field crews are deployed to execute the field surveys and mapping according to the defined scope of work. Field data is processed and run through ESP’s internal QA/QC process. A preliminary file is provided to the City for review and comment. Finally, our project manager and technicians incorporate any comments or revisions, and then a final boundary and topographic is delivered to the City in AutoCAD format, consistent with CAD standards.

For projects requiring **plat and easement preparation and recordation**, we first request existing mapping from the City and field check for accuracy. Once verified, we incorporate the necessary right-of-way and easement takes into existing property mapping to create the plats. Plats and easements go through our internal defined QA/QC processes, with careful attention to checking closures and area calculations. Once QA/QC is complete, preliminary plats and easements are provided to the City for comment, and then incorporated into a revised preliminary document submitted to the City for approval. Once the plat is approved, ESP crews field monument all project takes, and a signed and sealed final product is submitted for City signature and County recordation in hardcopy and digital formats.

When preparing **legal descriptions**, we again first verify accuracy of existing mapping in the project area. Survey technicians create preliminary legal descriptions from the provided files, which are reviewed for quality with careful attention to checking closures and area calculations. Preliminary legal descriptions are provided to the City for review; comments are addressed; and final documents are submitted for approval. Once approved, survey crews field monument all project takes, and a signed and sealed description is delivered for City signature and County recordation in hardcopy & digital formats.

Quality Control / Quality Assurance

ESP’s quality control/quality control processes extend from project management and planning activities to technical processes and project review. All technical processes within ESP are reviewed, monitored, and corrected (if necessary) via quality control activities unique to each step of project workflow. ESP will institute the following controls:

- All contracts are required to meet licensing, certification and health and safety program goals.
- Project schedules are tailored to reflect adequate time for independent review of work products throughout the entire project.
- All work will be performed under our senior review program, whereby all analysis, calculations, technical evaluation and/or reporting are all reviewed by a senior level associate prior to publication and distribution.
- Health and safety performance is monitored, and any necessary corrective actions are taken immediately.
- QA/QC audits are performed to ensure project quality goals are met

Managing Project Schedules and Budgets

We are committed to providing the responsiveness and professionalism to exceed your expectations. At ESP we understand the necessity of on time/ in budget project delivery. We realize that the schedules are often short and budgets are tight. Our contract manager, Mr. Smith, will stay in close contact with the City to assure understanding of goals and expectations, the proposed scope of services and the expected project or construction schedule. Our experience has proven that this process promotes the achievement of goals, overall project success and ultimately—client satisfaction.



Adherence to time and budget example: The NFRC project for FPL was a 46 mile corridor and the total fees for the project were \$2.4 million. The project schedule was a 14 month schedule and included topographic data collection and the production of 468 easement boundary surveys to be completed. In addition, there were 48 miles of access roads to survey and to prepare easements to access the corridor. The project was managed utilizing weekly teams meeting to ensure all aspects of the project were on time and meeting the client schedule. Daily reporting was required to track crew progress as ESP staffed the project with 21 staff members. Every aspect of the project tracked weekly and client progress reports were sent weekly. Bi-weekly client meeting were conducted on the project to include all aspects of project production. The project was completed on schedule and within the budget.

Schedule Control

Project managers at ESP develop schedules based on client needs and the most efficient application of project resources possible. For this contract, ESP will provide the resources necessary to meet or beat the City’s provided schedule. This will be accomplished by:

- Providing adequate personnel and equipment from the outset of the project
- Developing a comprehensive project plan based on the unique characteristics of this project
- Identifying and mitigating potential risks
- Adapting our resource and equipment plan to absorb impacts outside of our control (such as weather).

Cost Control Measures

Providing cost-effective solutions begins with comprehensive planning for each project to ensure that all stakeholder expectations are understood. This reduces the potential for scope creep. ESP also conducts tracking of budget health for each project, via analysis tools such as Earned Value. By keeping a record of past project performance, ESP is able to apply effective lessons learned from similar projects we have done. This allows the project manager to establish a project budget that is balanced by meeting the needs of project stakeholders while covering the level of effort required. Depending upon the size and scope of a project, the PM monitors the budget on a daily or weekly basis. Any potential issues that could impact budget are immediately identified and addressed.

Cost-effective Solutions

Applying the right technology to a project is also an important part of providing cost-effective solutions. ESP invests considerable capital in the testing of new, off the shelf technology along with the development of innovative processes to provide services that are quicker, more efficient, and more accurate. These efforts result in cost savings to our clients. ESP is never satisfied with “standard” approaches and is continually investing in innovative approaches to the products that we offer. *Please see SF330 Section H, “Additional Information,” for our value-added technologies and full equipment list available for this contract.*

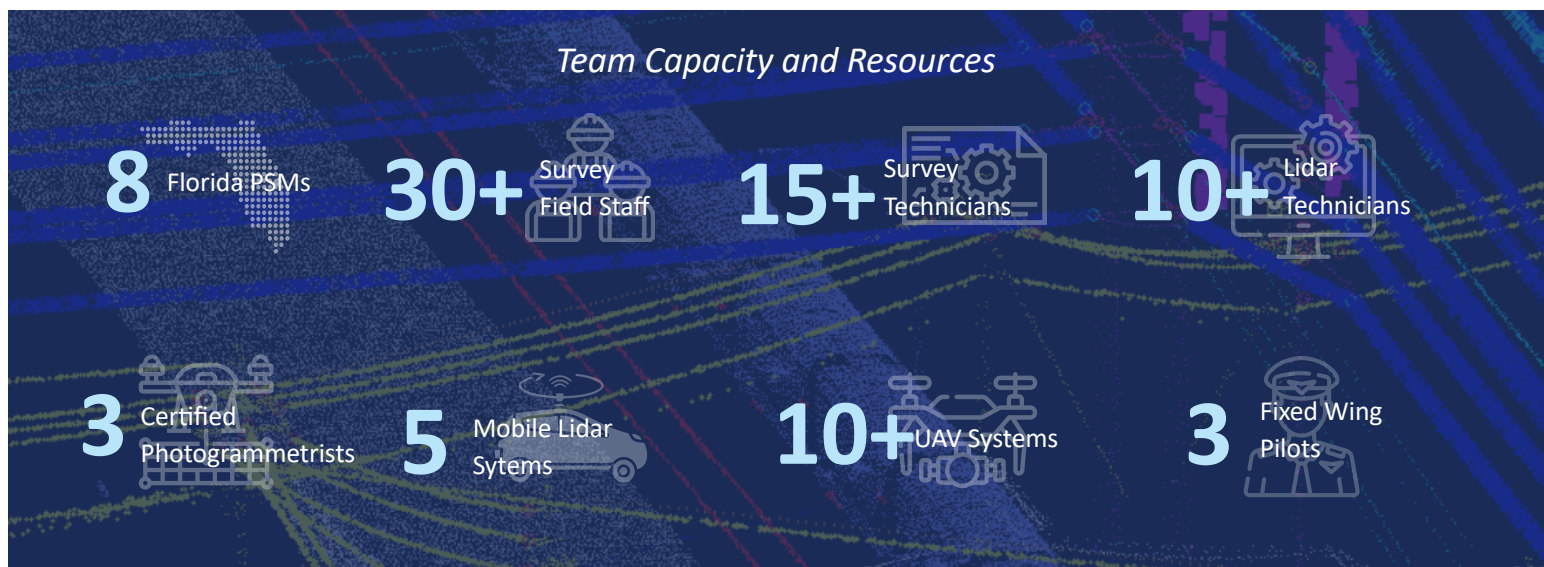
Current Workload

ESP has the capacity to begin work for the City under this contract immediately and will be able to provide the necessary amount of personnel for large or small projects as needed. Our current workload is outlined below.

Project Name	Stage of Project	Current Status	Anticipated Completion Date
City of Bradenton 16th Ave	95%	On time / On budget	8/31/2023
FPL Coast Myakka	75%	On time / On budget	9/31/23
FPL Johnson Woods	85%	On time / On budget	11/1/2023
City of Bradenton 13th Ave	95%	On time / On budget	9/1/2023
City of Palmetto Terra Ceia	50%	On time / On budget	8/15/2023
SR 33 Site	50%	On time / On budget	8/31/2023
Digital Light Topo	10%	On time / On budget	8/31/2023
East River Ranch	80%	On time / On budget	9/15/2023
Estero Bay ALTA	50%	On time / On budget	8/31/2023
Jamaica Bay ALTA	50%	On time / On budget	8/31/2023
The Meadows Development	75%	On time / On budget	On going work

Available Resources

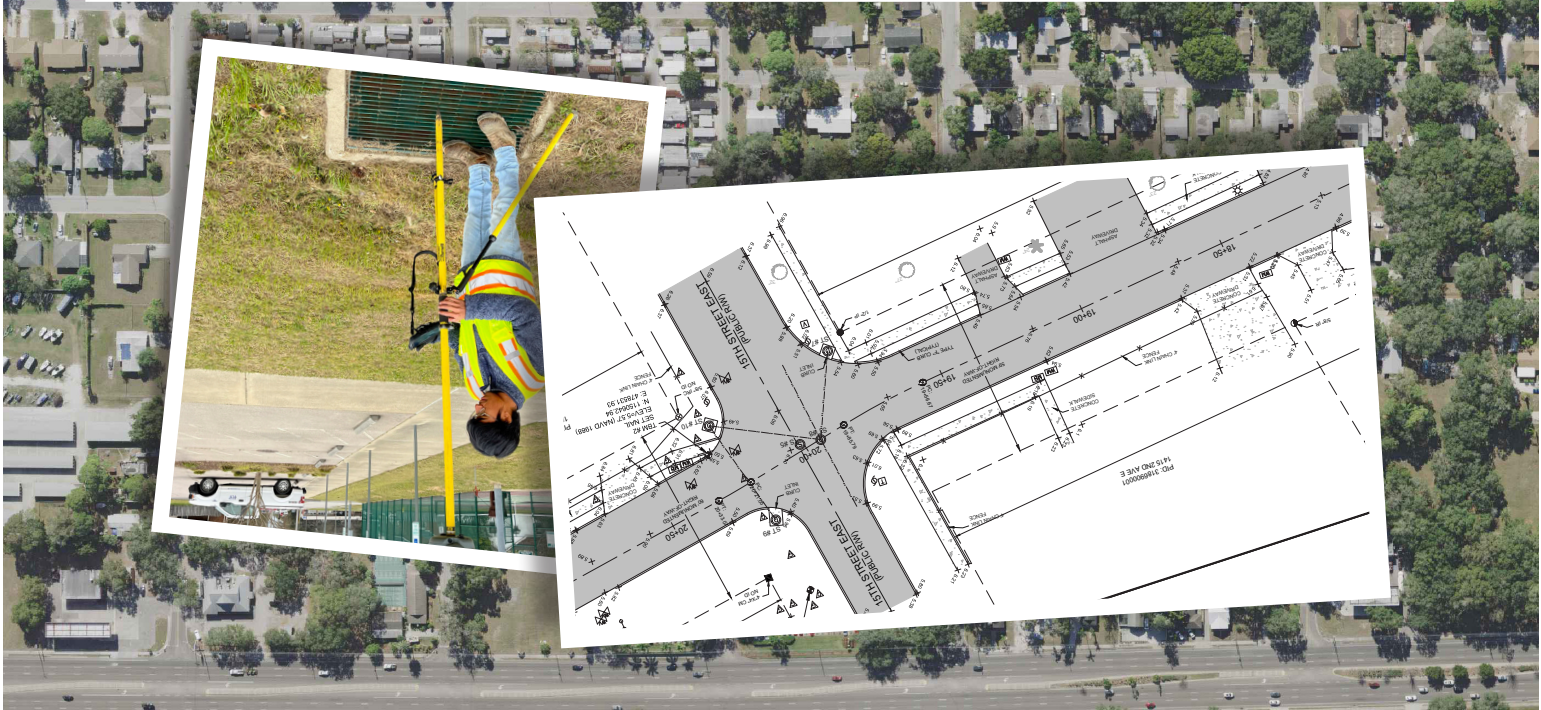
This contract will be managed from ESP's Bradenton office, located less than an hour away from the City. Pickett's survey team is located in Lakeland, FL, providing additional crews and support staff as needed for this contract. The location and proximity of our facilities allow ESP to provide exceptionally quick response time to those unexpected situations that arise in the field and our depth of staff allows us to meet project schedules. We are accustomed to meeting the quick-paced, changing schedule demands of both large- and small scale projects. Our average response time to review and begin projects is within 24 hours, but we can accelerate that schedule for emergency response needs.





TAB 6
REFERENCES

TAB 6: REFERENCES



City of Bradenton, Stormwater & Utility Mapping On-Call Contract (Bradenton, FL)

Since 2018, ESP has been providing as-needed surveying services in support of City of Bradenton roadway, sidewalk, and utility improvement projects. This work has included eight major stormwater and three sidewalks to school projects, requiring detailed topographic design surveys, R/W surveys, utility designation, location and subsequent SUE verification work. We have completed more than 25 miles of street and roadway projects as well as the 8 miles of sidewalk projects. Project examples completed for the city are shown below:

- Area 2022A Survey
- Eastside Drainage Improvement
- City Center Parcels
- Village of the Arts (5 Properties)
- 14th Street CRA Sidewalk Improvement
- 22nd Street West
- Riverview Blvd
- 32nd Street West from Riverview Blvd
- 3rd Avenue East Extension
- Manatee Elementary Sidewalks
- FY2023
- 18th Street West
- Southern Pkwy- 43rd St W to 26th St W
- 17th Ave West & 22nd Street Realignment
- 2nd Ave E Stormwater Improvement
- FY2019 Braden River SW Areas
- 1A,1C,2A

Client Name / Address
City of Bradenton,
Department of Public Works
1411 9th Street West
Bradenton, FL,34205

Contact Information
Kim Clayback, PE
City Engineer
(941) 708-6300 x224
Kim.Clayback@cityofbradenton.com

Completion Date
2018 - Ongoing

Engineer's Opinion of Probable Construction Cost
N/A

Final Construction Cost
\$ 500,000+ (overall contract)



St. Johns Water Management District, Lake Jesup Hydrographic and Topographic Surveys (Seminole County, FL)

As a subconsultant, ESP supported St. Johns Water Management District to improve their water flow and water quality of Lake Jesup located in Seminole County, FL. The consultant team took a dual-approach to improve water quality in Lake Jesup, a 16,000-acre lake, to meet or exceed the nutrient load reductions required by the Middle St. Johns River TMDL and Basin Management Action Plan. One restoration component was to restore flow circulation between Lake Jesup and the St. Johns River through the design of an additional inflow channel between the river and the lake. ESP provided both single beam and multi beam hydrographic data as well as ground profiles and digital scans for the bridge crossing to model the riverine basin for a new Channel C alignment. The bathymetric mapping provided bottom contour mapping of the river and lake bed to the elevation corresponding to a water depth of 3 ft or less at time of survey.

Client Name / Address

St. Johns Water Management District
c/o Johnson, Mirmiran & Thompson
2400 East Commercial Blvd. Fort
Lauderdale, FL 33308

Contact Information

David Stickles, PSM
Vice President
(443) 324-1139
(954) 233-6563
Dstickles@jmt.com

Completion Date

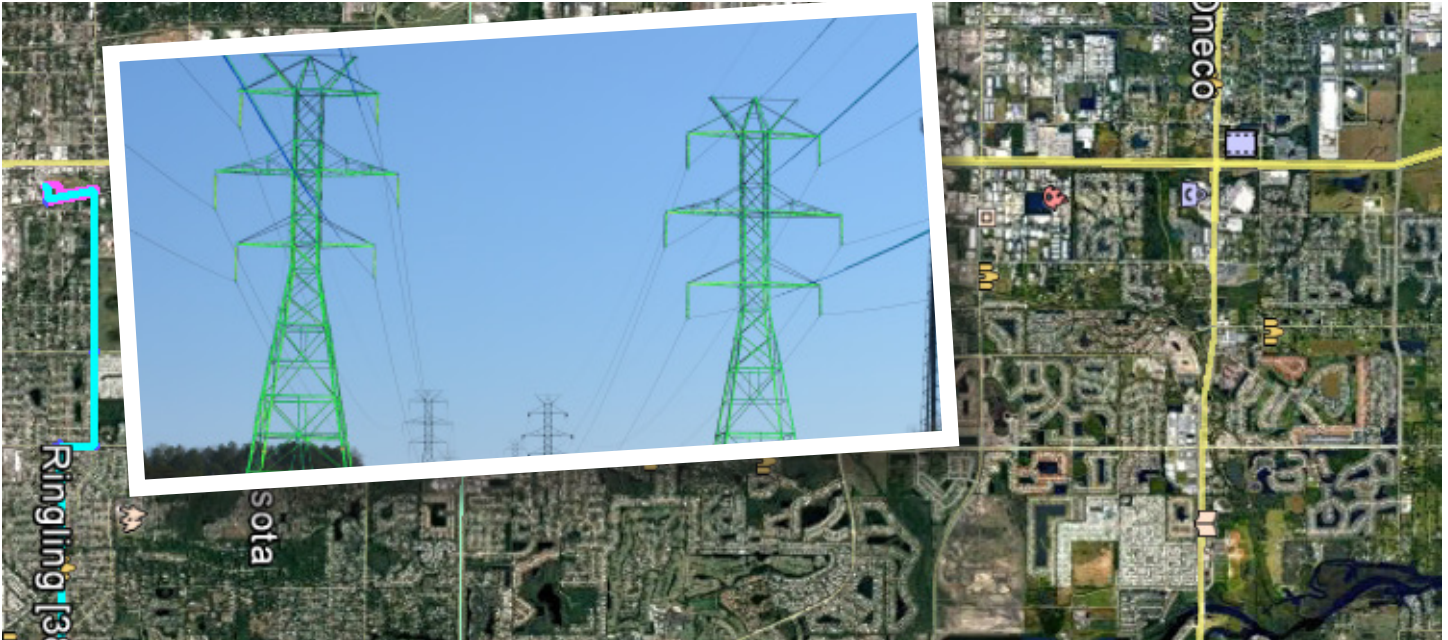
2020

Engineer's Opinion of Probable Construction Cost

N/A

Final Construction Cost

\$ 24,000



Florida Power & Light, Whitfield Injection 138kV Transmission Line (Sarasota County, FL)

ESP provided surveying and mapping services on 12 miles of new 138kV transmission line located between the Johnson and Ringling substations in Sarasota and Manatee County. ESP utilized aerial lidar, terrestrial and UAV lidar combined with weather stations, GPS and robotic total stations with data collectors to complete the project scope for this corridor, which minimized the disruption to the site access while providing for a safe working environment for the survey staff. This approach also ensured all major swales and drainage areas and ponds adjacent to the R/W were well defined in the data collection. ESP used existing orthophotography to assist with section and property line ties along the corridor to acquire the new photography that is used as the base for the mapping work. Our research of the FDOT District One R/W Maps along with Horizontal and Vertical Control data that exists, expedited both the control and sectional mapping for this project and substantially enhanced the creation of the land-based parcel mapping. ESP provided complete surveying services in support of this new transmission line.

Client Name / Address

Florida Power & Light
 15430 Endeavor Drive,
 Jupiter, FL 33478

Contact Information

Daniel Hronec, PE
 Sr. Project Engineer
 (561) 681-3096
 (561) 904-3638
 Daniel.Hronec@fpl.com

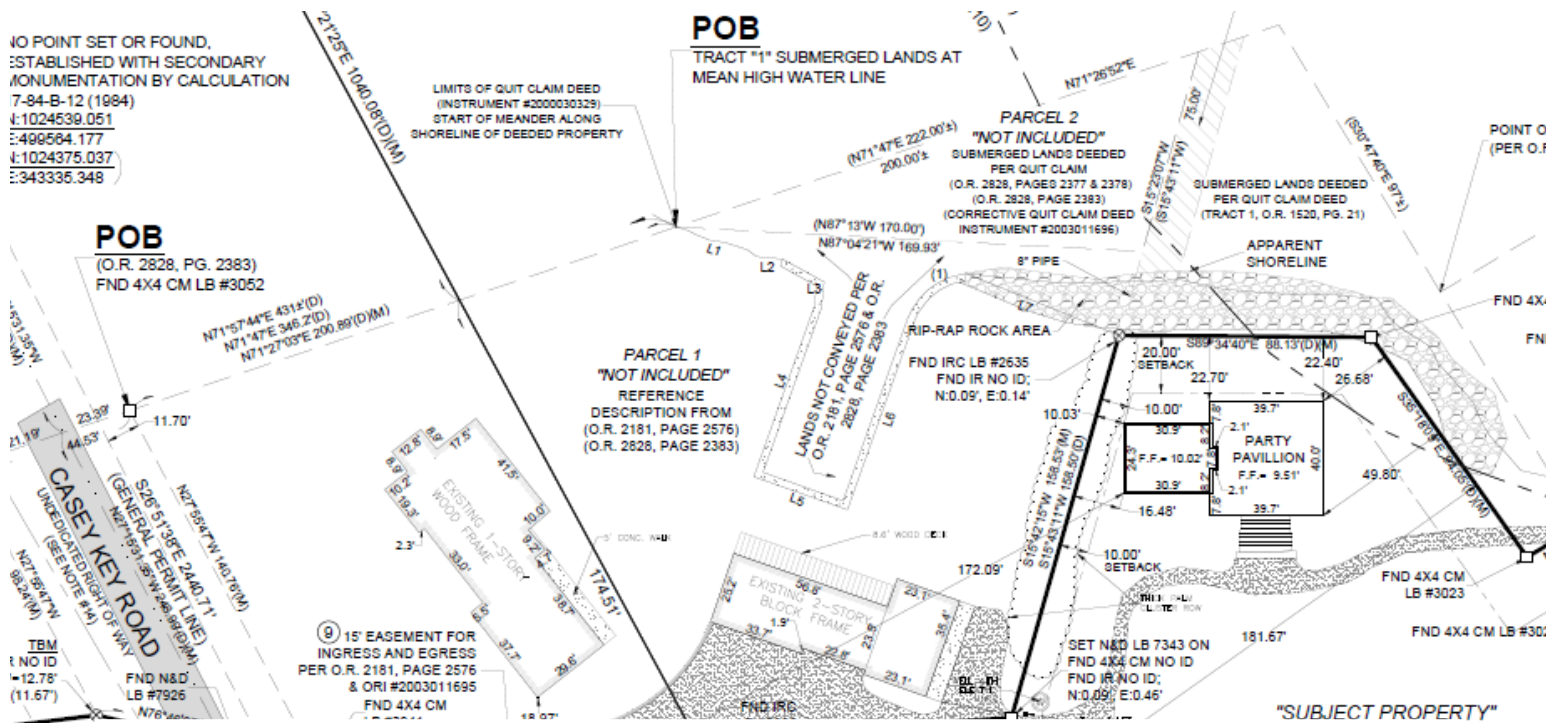
Completion Date

October 2022

Engineer's Opinion of
 Probable Construction Cost
 N/A

Final Construction Cost

\$198,488



Boundary & Jurisdictional Regulatory Line Location Survey for Casey Key Rd. (Sarasota County, FL)

ESP prepared a complete Boundary, Topographic, Mean High Water Line, Bathymetric, Riparian and Jurisdiction Regulatory Line Location Survey for the project site situated at 1900 Casey Key Road on Casey Key in Sarasota County. We located and tied the survey to the CCCL, the Sarasota County Gulf Beach Setback Line, Seasonal high-water line, the Mean High-Water Line and the beach erosion control line. In addition, we established the required building setback lines and the line of waterward construction. This project was unique in that the land base extends from Gulf to Bay. We performed a complete Bathymetric Survey to include the intercoastal waterway as well as establishing the Riparian lines for future dock construction. The property included several sovereign submerged lands easements that were surveyed for the project as well. Final delivery included ACAD Civil 3D files and signed and sealed surveys for permitting purposes.

Client Name / Address

Shumaker, Loop & Kendrick, LLP

240 South Pineapple Ave,
10th Floor, Sarasota, FL
34236

Contact Information

Juan C. Villaveces

Attorney at Law

(941) 364-2765

(941) 366.3999

jvillaveces@shumaker.com

Completion Date

May 2021

Engineer's Opinion of
Probable Construction Cost
N/A

Final Construction Cost

\$ 12,800

Mosaic, Survey Support for Clay Settling Area Dams

(Manatee and Polk County, FL)

Pickett is providing support for the construction of Survey Support for Construction of multiple Clay Settling Area Dams. This work includes providing fulltime survey support to field stake the lines and grades of engineer designed dam(s) including but not limited to limits of foundation, projected upstream slopes, projected downstream slopes, dam cross section, well location, staff gauge installation and replacement, hydraulic ditch and, structural components of the spillway. Field survey support may at times be required to delineate location and depth of soft unsuitable materials either inside or outside the dam alignment. Location of all engineer inspection points including, test pit locations and density test sites. The work includes working 4 to 6 active fill areas at a time and supporting the placement of upwards of 18,000 cubic yards of fill per day. At no time will Earthwork equipment be allowed to wait for survey support. Timely response to this need is critical. The field crew must have full time access to 4x4 off-road pick-up truck or similar, equipped with all equipment and training associated with vehicle recovery. Also, they must have extensive knowledge and experience driving off-road and working near heavy civil off-road equipment. Additional services include:

- Establish and maintain temporary benchmarks and project control as needed for Client and Contractor reference.
- Monthly topographic survey of the site for the purposes of monitoring construction progress. The monthly topographic survey shall be conducted on a mutually agreed upon day each month. The intent of the survey is to document construction progress and will be used to identify overall progress and completion of key aspects of the work across the entire site including multiple contractors.
- Monthly volumetric summary of construction progress. The successful surveyor will summarize construction completion in tabular format to reflect progress in 500 ft station increments or “blocks”.
- Develop and update monthly plan view maps depicting cut and fill change from the previous monthly survey and a map depicting cumulative cut and fill from the project start.
- Develop a Civil 3D, 3-Dimensional “model” of the O1-B CSA, based on the engineers design drawings. The model shall be updated on a monthly basis to include the most recent monthly topographic survey. The model shall include cross sections cut at 500 ft spacing, extending from the project boundary to the upstream limit of required cut and/or fill activity, as indicated on the engineer’s design plans.

Client Name / Address

Mosaic
3200 FL-60 Bartow Florida
33830

Contact Information

Matthew Edson
Project Manager
863-661-7377
863-661-7377
Matthew.Edson@mosaicco.com

Completion Date

April 2021

Engineer’s Opinion of
Probable Construction Cost
N/A

Final Construction Cost
\$1.6M



TAB 7

LITIGATION AND INSURANCE

TAB 7: LITIGATION

ESP has not had any claims, disputes and/or litigation with the City of North Port, FL, within the past five years. As a larger professional service company, there are inevitably minor disputes arising from time to time. While details of these disputes are confidential, we can confirm that there are no disputes or litigation of any kind that will have a material effect upon the quality of ESP's performance and its ability to provide services for this contract.

Insurance Requirements

ESP is financially solvent and properly insured to perform and successfully complete the tasks required and defined within this RFQ. Professional liability and general liability insurance amounts are outlined below: (certificates included under Tab 9)

- Professional Liability Insurance: \$5,000,000
- General Liability Insurance: \$1,000,000 per occurrence/\$2,000,000 aggregate



TAB 8

ADDITIONAL INFORMATION

TAB 8: ADDITIONAL INFORMATION

ESP is fully equipped with the latest in field surveying, utility locating, and remote sensing equipment to meet project needs. A complete list of our state of the art equipment is shown below.

Conventional Survey Equipment

- 78 Trimble S9/S8/S7/S6 Robotic Total Stations
- 4 Trimble S5 Robot
- 6 Trimble SX10 Robotic Total Stations w/Scanning
- 24 Trimble Digital Levels
- 24 Various Second Order Levels
- 3 Invar Rod Leica GPCL 3
- 1 Wild Model NA2
- 2 Leica NA2
- 14 Tablets
- 83 Trimble TSC3 Data Collectors
- 18 Trimble TSC7 Data Collectors
- 2 Trimble VX 1" Robotic Total Stations
- 1 Data Collector Tablet Trimble
- 12 Data Collector Trimble TSC7's
- 1 K&E Paragon
- 1 Zeiss TH2 (1 sec)
- 1 Topcon 310
- 1 Geodimeter 520
- 3 Trimble 5603, Autolock

SUE Designating and Excavation

- 17 Heath SureLock AllPro Utility Designating Receiver
- 17 Heath SureLock AllPro Utility Designating Transmitter
- 16 Radio Detection Utility Designating Receiver
- 16 Radio Detection Utility Designating Transmitter
- 4 Vivax Utility Designating Receiver
- 4 Vivax Utility Designating Transmitter
- 1 Vivax Metrotech vCam-5 Pipe Camera
- 4 Vacmasters System 4000 Vacuum Excavation Truck
- 1 Tellus TUT-5500 Vacuum Excavation Truck

GPR Equipment

- 1 ImpulseRadar Raptor High Speed 3D GPR Array

- 3 ImpulseRadar PinPointR GPR Cart
- 3 ImpulseRadar PinPointR Dual 400 MHz & 800 MHz Antenna
- 3 S&S Noggin GPR Smart Cart
- 1 S&S Noggin GPR Smart Handle
- 3 S&S Noggin 250 MHz GPR Antenna
- 1 S&S Noggin 500 MHz GPR Antenna
- 1 S&S Noggin 1000 MHz GPR Antenna
- 8 S&S LMX100 Utility Cart
- 8 S&S LMX100 250 MHz GPR Antenna
- 11 S&S GPR Digital Video Logger

Global Positioning System (GPS)

- 87 Trimble R10/R8 GNSS RTK GPS
- 3 Trimble 5800
- 1 Trimble Pro XT
- 2 Trimble PRO XR & Recon Data Collector
- 4 Trimble R10-2
- 4 Trimble R12
- 8 Trimble TDL450 High Power Base Radio
- 12 Radio Telemetry Trimble TDL-450H
- 1 Trimble Pathfinder Pro XRS
- 1 Tablet Trimble Data Collector
- 6 Statewide RTN licenses with Trimble VRSNow
- 6 FPRN FDOT licenses

UAS Equipment

- 1 Skyfront Perimeter 8+ UAV-Hybrid
- 1 MicroDrones MD4-3000 Drone (UAV)
- 1 Riegl Vux-120 lidar Sensor
- 1 Riegl Mini Vux-1DL lidar Sensor
- 1 Sony A7 Riv (62 mp)
- 1 Sony Rx1 Rii (42 mp)
- 1 DJI Phantom Pro 3
- 1 DJI Phantom 4 RTK
- 1 DJI Inspire 2 w/camera
- 1 DJI Matrice 100
- 1 SteadiDrone Quadcopter
- 1 Sony A6000 Digital Camera

Scanning Equipment

- 1 Trimble MX9 Mobile Spatial Imaging System
- 2 Trimble MX8 Mobile Spatial Imaging Systems
- 1 Riegl VMX-1HA Mobile lidar System
- 1 Riegl VZ-400
- 1 Leica Pegasus Two Mobile lidar System
- 2 Leica ScanStation C10
- 1 Leica ScanStation P40
- 1 Leica ScanStation P20
- 1 Leica BLK360
- 1 Nikon D810
- 1 IrisPRO Pave Automated Pavement Data Collection Vehicle
- 1 ESP Pavement System with Dalsa Spyder 3 Linescan Camera

Hydrographic Equipment

- 1 EdgeTech 230/550 kHz Swath Bathymetry & Side Scan Sonar
- 1 EdgeTech Rack Mountable Topside Sonar Interface
- 1 HydMiniSVP Profiler
- 1 Hydrographic Sonar Mount
- 1 Kit-Site Router
- 3 Seafloor Systems SonarMite Echo Sounder
- 2 Odom Hydrographic Systems Inc. Digibar Pro
- 1 Odom EchoTrac Echo Sounder with Trimble SPS 4229 GPS Heading Bundle
- 1 R2Sonic 2020 Multibeam Echo Sounder with Coda F175 Motion Sensor and Trimble SPS461 GPS Heading Bundle
- 2 Valport Sound Velocity Profilers HYPACK MAX including HYSWEEP RTK POS MV 320 EPOS MV Computer

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

WHY SELECT THE ESP TEAM?

The ESP team appreciates the opportunity to serve the City for this contract. Our commitment to you is to bring passion, innovation, and dependability to this contract while delivering our client focused services to make this contract a success. As you consider our team's qualifications, we would like to highlight the "Three E's" for why we believe the City should select ESP for this contract:

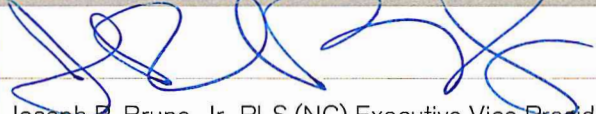
☒ **Equipped** – ESP has a full collection of state-of-the-art survey tools readily available for City projects. With robotic total stations and the latest in GPS, multiple mobile and static lidar scan systems, vacuum excavation trucks, utility designators, and UAS with digital imagery and lidar sensors, ESP is committed to delivering quality products with the latest technologic efficiencies.

☒ **Experienced** – Hand in hand with our equipment resources, ESP brings the City a team of professional surveyors and mappers who understand the importance of matching the right survey technologies to the project scope and City's goals in order to determine the efficiencies and advantages provided by sound consultation.

☒ **Eager to Serve** – Underlying it all, the ESP team have a true "fire in the belly" desire to serve the City on this contract. At the center of our commitment to service is a focus on transparency, accountability, and value. We ask for the opportunity to support your projects, and show this service to you.



I, AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

31. SIGNATURE		32. DATE	August 9, 2023
33. NAME AND TITLE	Joseph R. Bruno, Jr., PLS (NC) Executive Vice President		



TAB 9

**CITY
REQUIRED
FORMS**

REQUIREMENTS AND METHOD OF SUBMITTAL

TAB 9 - CITY REQUIRED FORMS – This checklist is provided to assist each Proposer in the preparation of their response. Included in this **checklist** are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. It is the responsibility of each Proposer to read and comply with the solicitation in its entirety.

A. REQUIRED SUBMITTAL FORMS: Provide fully executed forms.

- ☒ ATTACHMENT 1: Proposal Submittal Signature Form
- ☒ ATTACHMENT 1.1: General Insurance
- ☒ ATTACHMENT 1.2: Professional Liability Insurance
- ☒ ATTACHMENT 2: Statement of Organization
- ☒ ATTACHMENT 2.2: Indemnification
- ☒ ATTACHMENT 3: FEMA Clauses
- ☒ ATTACHMENT 4: References – Consultant is ensure references are current and will respond to inquiries.
- ☒ ATTACHMENT 5: Lobbying Certification
- ☒ ATTACHMENT 6: Non Collusive Affidavit
- ☒ ATTACHMENT 7: Conflict of Interest
- ☒ ATTACHMENT 8: Public Entity Crime
- ☒ ATTACHMENT 9: Drug Free Workplace
- ☒ ATTACHMENT 10: Disclosure Form (Consultant/Engineer/Architect)
- ☒ ATTACHMENT 11: Scrutinized Business Certification
- ☒ ATTACHMENT 12: E-verify
- ☒ ATTACHMENT 13: Certification Regarding Lobbying – Federal
- ☒ ATTACHMENT 14: N/A
- ☒ ATTACHMENT 15: Certification Regarding Debarment, Suspension, and other Responsibility Matters
- ☒ ATTACHMENT 16: Contract Changes
- ☒ ATTACHMENT 17: Sanctions
- ☒ ATTACHMENT 18: Termination Clauses

☒ **SAMPLE INSURANCE CERTIFICATE:** Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for both Professional Liability and General Liability and the dollar amounts of the coverage.

☐ **DBE/MBE/WBE/VBE:** If claiming either Minority Business Enterprise/Women Business Enterprises/Veteran Business Enterprise, the Prime Firm (not sub-consultant) **shall be** certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes.

☐ **YES, CLAIMING STATUS AS PRIME ONLY**

☐ **YES, I'VE ATTACHED THE CERTIFICATE OF MBE/WBE STATUS FROM THE STATE OF FLORIDA AS OUTLINED SECTION 1.**

☒ **NOT CLAIMING DBE/MBE/WBE /VBE**

PLEASE INITIAL AND RETURN WITH YOUR PROPOSAL.


INITIALS

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL.

B. METHOD OF SUBMITTAL:

1. **NUMBER OF SUBMITTAL PACKAGES:** One (1) original hard-copy **UNBOUND** (marked "**ORIGINAL**") and signed in blue ink. **NUMBER OF COPIES:** three (3) hard copies **BOUND** (marked "**COPY**").
(1 original + 3 copies = 4 total submittals).
2. **NUMBER OF PAGES:** The proposal **shall not exceed** twenty -two **(22)** one-sided pages or eleven **(11)** double-sided pages in length. **(The Title Page, City Required Forms, 330 Form, resumes and tabs do not count towards the TOTAL NUMBER OF PAGES).**
 - 2.1 When compiling a response, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals should be bound to allow flat stacking for easy storage; **do not use three ring binders of any kind**; and sections should be compiled in the sequence list above.
 - 2.2 Place proposal with all the required items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time.
3. **PAPER/FONT SIZE:** Letter size 8.5"x11"/Font Calibri 11, PDF FORMAT.
4. **USB FLASH DRIVE:** One (1) electronic version in Portable Document Format (PDF) **on a USB Drive only** containing the entire submittal. **CDs will not be accepted.**
5. **SUBMIT SEALED PROPOSAL PACKAGE WITH THE FOLLOWING INFORMATION CLEARLY MARKED ON THE OUTSIDE PACKAGING (FedEx, UPS, USPS, etc.): "RFP NO. 2023-38 PROFESSIONAL SURVEYING SERVICES – CONTINUING SERVICES CONTRACTS FOR CITY OF NORTH PORT"** to the address below:

City of North Port
Finance Department - Purchasing Division
Keith Raney, Contract Administrator II
4970 City Hall, 3 RD Floor, Suite 337
North Port, Florida 34286

Note: Submissions received after the due date and time stated on the Notice of Availability or subsequent Addenda will not be accepted.

**ATTACHMENT 1
PROPOSAL SUBMITTAL SIGNATURE FORM**

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per Agreement if the firm is awarded the Agreement by the City.

The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the firm acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. 1 Dated 7/19/2023 Addendum No. _____ Dated _____
 Addendum No. 2 Dated 7/21/2023 Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Company Name ESP Associates FL, Inc.

(803) 802-2440 wjsmith@espassociates.com (803) 802-2515
Telephone # E-Mail Fax #

3475 Lakemont Blvd
Main Office Address

Fort Mill SC 29708
City State Zip Code

Address of Office Servicing City of North Port, if different than above: ☐ SAME AS ABOVE

518 13th St W
Office Address

Bradenton FL 34205
City State Zip Code

(941) 345-5451 wjsmith@espassociates.com (803) 802-2515
Telephone # E-mail Fax #

Joseph R. Bruno, Jr. | Executive Vice President
Name & Title of Firm Representative

 8/4/23
Signature Date

Do you accept Visa? ☒ YES ☐ NO

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

Attachment 1.1
GENERAL INSURANCE

A. Insurance.

- (1) Before performing any work pursuant to this Contract, the Contractor must procure and maintain, during the life of this Contract, the insurance listed below against all claims of injury to persons or damage to property which may arise from or in connection with its performance of the Contract work, unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the State of Florida Department of Financial Services, and meet a minimum financial A.M. Best and Company, Inc. rating of no less than "A - Excellent: FSC VII." No changes can be made to these specifications without prior written approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with the Contractor. The insurance policies must remain in place until all of the Contractor's and subcontractor(s)' obligations and warranty periods in place pursuant to this Contract have been discharged or satisfied.
- (2) The below insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work done pursuant to this Contract by the Contractor, its agents, representatives, employees, or subcontractors. Contractor is free to purchase additional insurance as it may determine necessary. The extent of Contractor's liability for indemnity of the City must not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.

- B. Workers' Compensation and Employers' Liability Insurance.** Coverage pursuant to Florida Statutes, Chapter 440 must apply to all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability. Proof of insurance must be filed by the Contractor with the City within **ten (10) calendar days** after the Effective Date of this Contract.

- C. Comprehensive Commercial General Liability Insurance.** The Contractor must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, a comprehensive commercial general liability policy, including but not limited to bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit must apply separately to this Contract, or the general aggregate limit must be twice the required occurrence limit.

The policy must include General Liability with a limit of \$1,000,000 for General Aggregate; \$1,000,000 for each occurrence; \$1,000,000 for Products and Completed Operations; \$100,000 for damage to rented premises; and \$100,000 for Fire Damage. Proof of insurance must be filed by the Contractor with the City within **ten (10) calendar days** after the Effective Date of this Contract.

- D. Automobile Liability Insurance.** The Contractor must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, automobile liability insurance to include all owned, leased, hired, and non-owned vehicles. Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos. Proof of insurance must be filed by the Contractor with the City within **ten (10) calendar days** after the Effective Date of this Contract.

- E. Waiver of Subrogation.** All required insurance policies, except for Workers' Compensation, are to be endorsed with a Waiver of Subrogation. The insurance companies, by proper endorsement or through other means, must agree to waive

all rights of subrogation against the City, its Commissioners, officers, officials, employees, volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify its insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. ADDITIONALLY, THE CONTRACTOR, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, VOLUNTEERS, AND ANY SUBCONTRACTORS, AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE CITY AND ITS INSURANCE CARRIERS FOR ANY LOSSES PAID, SUSTAINED, OR INCURRED, BUT NOT COVERED BY INSURANCE, THAT ARISE FROM THE CONTRACTUAL RELATIONSHIP OR WORK PERFORMED. THIS WAIVER APPLIES TO ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR WHICH THE CONTRACTOR OR ITS AGENTS MAY BE RESPONSIBLE.

F. Policy Form.

- (1) All policies required by this Contract, except for Workers' Compensation and Professional Liability, or unless specific approval is given by Risk Management through the City's Purchasing Division, are to be written on an occurrence basis, and must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Contract. Claims Made Policies may be accepted for professional liability, hazardous materials and such other risks as are authorized by the City's Purchasing Division. All Claims Made Policies contributing to the satisfaction of the insurance requirements must have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Contractor must purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- (2) Insurance requirements itemized in this Contract, and required of the Contractor, must be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to its subcontractors.
- (3) Each insurance policy required by this Contract must:
 - (a) Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - (b) Be endorsed to state that coverage must not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City's Purchasing Division of any occurrence by written notice via certified mail, return receipt requested.
- (4) The City retains the right to review, at any time, coverage, form, and amount of insurance.
- (5) The Contractor is solely responsible for payment of all premiums for insurance required in this Contract and is solely responsible for the payment of all deductibles, SIR (self-insured retentions), any loss or portion of any loss that is not covered by any available insurance policy, and retention as set forth in the policies, whether the City is an insured under the policy. Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City.
- (6) All certificates of insurance must be on file with and approved by the City before commencement of any work done pursuant to this Contract. All required certificates of insurance must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the City's Purchasing Division at 4970 City Hall Boulevard, Suite 337, North Port, FL 34286 prior to commencement of the work and a minimum of **thirty (30) calendar days** prior to expiration of the insurance Contract when applicable. All insurance certificates must be received by the

City's Purchasing Division before the Contractor commences or continues work. The certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements of this Contract.

(7) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed pursuant to this Contract must be provided to Contractor's insurer(s) and the City's Purchasing Division as soon as practicable after notice to the insured Contractor.

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/4/2022

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2600 S Telegraph Rd Suite 100 Bloomfield Hills MI 48302	CONTACT NAME: Shane Lizura PHONE (A/C, No, Ext): 248-332-3100 E-MAIL ADDRESS: shane_lizura@ajg.com FAX (A/C, No): 248-332-6396
INSURED ESP & Associates, Inc. P O Box 7030 Charlotte, NC 28241	INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Insurance Company INSURER B: Amerisure Partners Insurance Company INSURER C: Amerisure Mutual Insurance Company INSURER D: INSURER E: INSURER F:
	NAIC # 19488 11050 23396

COVERAGES**CERTIFICATE NUMBER:** 521927723**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP 21132950301	9/30/2022	9/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 21132940301	9/30/2022	9/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU 21132960301	9/30/2022	9/30/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 2113300-02	9/30/2022	9/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage

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

AUTHORIZED REPRESENTATIVE

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ATTACHMENT 1.2
PROFESSIONAL LIABILITY INSURANCE

The Consultant must procure and maintain, and require all subconsultants to procure and maintain, during the life of this Contract, professional liability insurance with a minimum \$1,000,000 per occurrence; and with a \$1,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The City prefers all professional liability insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by this Contract is written on a claims-made basis, the Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.

UNLESS THE PARTIES HAVE AGREED TO AN OPT-OUT PURSUANT TO FLORIDA STATUTES SECTION 558.005(1), AN EMPLOYED DESIGN PROFESSIONAL, OR AN AGENT OF THE CONSULTANT IS NOT INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THE COURSE AND SCOPE OF THIS CONTRACT FOR ECONOMIC DAMAGES SO LONG AS THE CONSULTANT MAINTAINS THE LIMITS OF PROFESSIONAL LIABILITY INSURANCE AS PROVIDED IN THIS ATTACHMENT.

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/30/2022

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

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

PRODUCER Klein Agency, LLC P.O. Box 219 Timonium MD 21094		CONTACT NAME: PHONE (A/C, No, Ext): (704) 799-1600 FAX (A/C, No): (704) 799-2955 E-MAIL ADDRESS: certs@kleinagencyllc.com	
INSURED ESP Associates, Inc 3475 Lakemont Blvd Fort Mill SC 29718		INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 22-23**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			DPR 5003196	09/30/2022	09/30/2023	Each Claim	\$5,000,000
							Aggregate	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage

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

AUTHORIZED REPRESENTATIVE

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ATTACHMENT 2
STATEMENT OF ORGANIZATION
(Information Sheet for Transactions and Conveyances Corporation Identification)

The following information will be provided to the City of North Port for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

Name of Respondent: ESP Associates FL, Inc.

DBA (if any): N/A

Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc): Corporation

Business Address: P.O. Box 7030, Charlotte, NC 28241

Phone: (941) 345-5451 **Fax:** (803) 802-2515

E-Mail wjsmith@espassociates.com

Print Name and Title of person authorized to bind: Joseph R. Bruno, Jr. | Executive Vice President

Federal Identification Number: #56-0599737

Signature: 

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

Is this a Florida Corporation: ☐ Yes or ☒ No **(Please Check One)**

If not a Florida Corporation,
 In what state was it created: North Carolina
 Name as spelled in that State: ESP Associates, Inc.

What kind of corporation is it: ☒ "For Profit" or ☐ "Not for Profit"

Is it in good standing: ☒ Yes or ☐ No

Authorized to transact business in Florida: ☒ Yes or ☐ No

State of Florida Department of State Certificate of Authority Document No.: F18000001632

Does it use a registered fictitious name: ☐ Yes or ☒ No

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Names of Officers:
President: Joseph W. Hendrick **Secretary:** N/A

Joseph R. Bruno, Jr.
Vice President: Edward G. Horstkamp III **Treasurer:** Jeff Bartholomew
Director: Jonathan Carie **Director:** N/A
Other: Philip Bazikian (Controller) **Other:** Tom Patania (Credit/Contract Administrator)

Name of Corporation (As used in Florida):ESP Associates FL, Inc.

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box:	<u>P.O. Box 7030</u>
City, State Zip:	<u>Charlotte, NC 28241</u>
Street Address:	<u>3475 Lakemont Blvd.</u>
City, State, Zip:	<u>Fort Mill, SC 29708</u>

STATE OF South Carolina
 COUNTY OF York

Sworn to and subscribed before me this 4th day of August, 2023, by Joseph R. Bruno, Jr who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

Laura S. Pierro
 Notary Public - State of ~~Florida~~ South Carolina
 Print Name: Laura S. Pierro
 Commission No: 5/27/2031

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LAURA S. PIERRO
 NOTARY PUBLIC
 State of South Carolina
 My Commission Expires May 27, 2031

ATTACHMENT 2.2
PROFESSIONAL SERVICES INDEMNITY, AND RELEASE

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT MUST 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 CONSULTANT AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF THE CONTRACT WORK. THE CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.
- B. FURTHER, THE CONSULTANT SHALL FULLY INDEMNIFY, AND HOLD HARMLESS THE CITY FROM ALL SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.
- C. The City must provide all available information and assistance that the **consultant** may reasonably require regarding any claim. In the event of a claim, the city must promptly notify the **consultant** in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as federal express or ups) which provides evidence of delivery, at the address provided for receipt of notices in this Contract.
- D. The insurance coverage and limits required in this Contract may or may not be adequate to protect the city and such insurance coverage will not be deemed a limitation on the **consultant's** liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party shall be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).
- E. Nothing in this Contract shall be deemed to affect the rights, privileges and immunities of the city as set forth in Florida Statutes Section 768.28.
- F. The terms of this section survive the termination or completion of this Contract work.

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ATTACHMENT 3
FEMA PROVISIONS

Section 1: Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit Contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Section 2: Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Section 3: Equal Employment Opportunity

(a) This section applies if the contract is for a federally assisted construction contract. As defined in 41 C.F.R. § 60-1.3:

(1) A *federally assisted construction contract* means “any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”

(2) *Construction work* means as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”

(3) *Contract* means “any Government contract or subcontract or any federally assisted construction contract or subcontract.”

(4) Additional definitions pertaining to this section can be found at 41 C.F.R. § 60-1.3.

(b) Unless exempted in 41 C.F.R. Part 60, the following terms apply, and during the performance of this contract, the Contractor agrees as follows:

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

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or contract as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Section 4: Davis-Bacon Act

(a) This section applies when required by federal program legislation for prime construction contracts over \$2,000. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the Public Assistance program. Where this section applies:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe

benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit the representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to

make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment

and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Section 5: Copeland Anti-Kickback Act

(a) This section applies only if the Davis-Bacon Act applies (see Section 4).

(b) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(c) The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(d) A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Section 6: Contract Work Hours and Safety Standards Act

(a) This section applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(b) Where this section applies:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) If this contract is only subject to Contract Work Hours and Safety Standards Act and not subject to the other statutes in 29 C.F.R. § 5.1, the following terms apply:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Section 7: Clean Air and Water

(a) This section applies if the contract is over \$150,000.

(b) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(c) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Section 8: Suspension and Debarment

(a) If this contract is for \$25,000 or more, or requires the consent of an official of a federal agency, then this contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the contract.

(b) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition

to remedies available to the City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

Section 9: Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of more than \$100,000 shall file the FEMA-required certification found at 44 C.F.R. Part 18, Appendix A (attached hereto). Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Section 10: Procurement of Recovered Materials

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

competitively within a timeframe providing for compliance with the contract performance schedule;

meeting contract performance requirements; or

at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(b) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Section 11: Access to Records

(a) The Contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(b) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(c) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States

Section 12: DHS Seal, Logo, and Flags

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

Section 13: Compliance with Federal Law

The Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Section 14: No Obligation of Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Section 15: False Claims

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Section 16: Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Section 17: Copyright and Data Rights

If the contract requires the Contractor or subcontractor to produce copyrightable subject matter or data, then the Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

Section 18: Patent Rights

If this contract is a *funding agreement* as defined in 37 C.F.R. § 401.2(a), then the standard patents rights clause at 37 C.F.R. § 401.14 is hereby incorporated by reference as if fully set forth herein.

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

ATTACHMENT 4 - REFERENCES/CLIENT LISTING

The firm shall provide a minimum of five (5) business related references for which they are currently providing, or have provided within the last five (5) years, services similar to the scope of services required by this RFP. A minimum of five (5) years' experience in projects of similar scope and size is required. Attach additional sheets if necessary.

1. Business/Customer Name: Florida Power & Light
 Name of Contact Person/Title: Daniel Hronec, PE
 Telephone# (561) 371-3054 Fax (561) 904-3638 E-mail daniel.hronec@fpl.com
 Address 15430 Endeavor Drive, Jupiter, FL 33478
 Duration of Contract or business relationship (include project completion date) 2019 - Present
 Type of Services Provided Surveying and Mapping Total Cost \$2.6M
2. Business/Customer Name: City of Bradenton (Department of Public Works)
 Name of Contact Person/Title: Kim Clayback, PE
 Telephone# (941) 708-6300 Fax (941) 708-6300 E-mail Kim.Clayback@cityofbradenton.com
 Address 1411 9th Street West, Bradenton, FL 34205
 Duration of Contract or business relationship (include project completion date) 2018 - Present
 Type of Services Provided On-Call Surveying Total Cost \$500,000+
3. Business/Customer Name: Johnson, Mirmiran & Thompson, Inc.
 Name of Contact Person/Title: David Stickles, PSM
 Telephone# (443) 324-1139 Fax (954) 233-6563 E-mail dstickles@jmt.com
 Address 2400 East Commercial Blvd., Suite 800, Fort Lauderdale, FL 33308
 Duration of Contract or business relationship (include project completion date) 2019 - 2020
 Type of Services Provided Hydrographic & Topographic Surveys Total Cost \$24,000

COMPANY NAME: ESP Associates FL, Inc.

SIGNATURE: 

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

4. Business/Customer Name: Shumaker, Loop & Kendrick, LLP

Name of Contact Person/Title: Juan C. Villaveces

Telephone# (941) 364-2765 Fax (941) 366-3999 E-mail jvillaveces@shumaker.com

Address 240 South Pineapple Ave, 10th Floor, Sarasota, FL 34236

Duration of Contract or business relationship (include project completion date) April 2021 - May 2021

Type of Services Provided Boundary, Topo, Bathy, Location Survey Total Cost \$12,800

5. Business/Customer Name: Mosaic

Name of Contact Person/Title: Matthew Edson

Telephone# 863-661-7377 Fax 863-661-7377 E-mail Matthew.Edson@mosaicco.com

Address 3200 FL – 60, Bartow, FL 33830

Duration of Contract or business relationship (include project completion date) April 2021

Type of Services Provided Topo, Staking, Volume Computations, Hydro, Aerial Lidar and Aerial Drone Surveys Total Cost \$1.6M

COMPANY NAME: ESP Associates FL, Inc.

SIGNATURE: 

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

ATTACHMENT 5 LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that":

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 4TH day of AUGUST of 2023

Joseph R. Bruno, Jr., being first duly sworn, deposes and says that he or she is the authorized representative of ESP Associates FL, Inc. (Name of the contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the city in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the city. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

Signed, sealed and delivered this 4TH day of AUGUST, 2023.

By: 

Joseph R. Bruno, Jr.

(Printed Name)

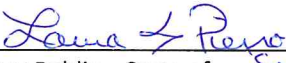
Executive Vice President

(Title)

STATE OF South Carolina

COUNTY OF York

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 4th day of August 2023, by Laura S. Pierro.


Notary Public – State of South Carolina

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

LAURA S. PIERRO
NOTARY PUBLIC
State of South Carolina
My Commission Expires May 27, 2031

ATTACHMENT 6
NON-COLLUSIVE AFFIDAVIT

Before me, the undersigned authority ("Affiant"), personally appeared:

Joseph R. Bruno, Jr. who, being first duly sworn, deposes and says that:

1. Affiant is the Executive Vice President
of ESP Associates FL, Inc.,
the Respondent that has submitted the attached reply;
2. Affiant is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;
3. Such reply is genuine and is not a collusive or sham reply;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted: or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed, and delivered on AUGUST 4, 20 23.


Signature

Joseph R. Bruno, Jr.

Printed Name

Executive Vice President

Title

SWORN ACKNOWLEDGMENT

STATE OF South Carolina

COUNTY OF York

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or _____ online notarization, this 4th
day of August 2022, by Laura S. Pierro.

Laura S. Pierro
Notary Public

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

LAURA S. PIERRO
NOTARY PUBLIC
State of South Carolina
My Commission Expires May 27, 2031

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ATTACHMENT 7
CONFLICT OF INTEREST FORM

Florida Statutes Section 112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City of North Port, Florida ("City") either directly or indirectly.

PART I. *[Select and complete all that apply]:*

☐ I am an employee, public officer, or advisory board member of the City.

Identify the position and/or board: _____

☐ I am the spouse or child of an employee, public officer, or advisory board member of the City.

Identify the name of the spouse or child: _____

☐ I am an employee, public officer or advisory board member of the City, or my spouse or child, is an officer, partner, director, or proprietor of Respondent/Contractor or has a material interest in Contractor. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of Florida Statutes Section 112.313, indirect ownership does not include ownership by a spouse or minor child.

Identify the name of the person and the entity _____

☐ Bidder/Contractor employs or contracts with an employee, public officer, or advisory board member of the City.

Identify the name of the employee, public officer, or advisory board member _____

☒ None of the Above

PART II: Will you request an advisory board member waiver?

☐ I WILL request an advisory board member waiver under §112.313(12)

☐ I WILL NOT request an advisory board member waiver under §112.313(12)

☒ N/A

The City will review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Contractor whose conflicts are not waived or exempt.

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

Attachment 7

A handwritten signature in blue ink, appearing to read 'Joe Bruno', is written over a horizontal line.

Signature of Person Authorized to Bind the Contractor
Joseph R. Bruno, Jr.

Printed Name
Executive Vice President

Title

AUGUST 4, 2023

Date

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

**ATTACHMENT 8
PUBLIC ENTITY CRIME INFORMATION**

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, 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 Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, Joseph R. Bruno, Jr., being an authorized representative of the Contractor,
have read and understand the contents above.

I certify that the Contractor is not disqualified from replying to this solicitation/contracting because of Florida Statutes Section 287.133.

Telephone #: (803) 802-2440 Fax #: (803) 802-2515

Federal ID #: #56-0599737 Email: jbruno@espassociates.com


Signature of Contractor's Authorized Representative

Joseph R. Bruno, Jr. | Executive Vice President
Name and Title of Contractor's Authorized Representative

AUGUST 4, 2023
Date

SWORN ACKNOWLEDGMENT

STATE OF ~~FLORIDA~~ South Carolina
COUNTY OF York

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or online notarization, this 4th
day of August 2023, by Laura S. Pierro.

Laura S. Pierro
Notary Public – State of Florida South Carolina

Personally Known ✓ OR Produced Identification
Type of Identification Produced

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

<p align="center">LAURA S. PIERRO NOTARY PUBLIC State of South Carolina My Commission Expires May 27, 2031</p>

**ATTACHMENT 9
DRUG FREE WORKPLACE FORM**

The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Contractor, ESP Associates FL, Inc. (Company Name):

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Check one:

✓ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

 As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.



Signature

Joseph R. Bruno, Jr.

Printed Name

Title Executive Vice President

Date AUGUST 4, 2023

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**ATTACHMENT 10
DISCLOSURE FORM FOR
CONSULTANT/ENGINEER/ARCHITECT**

Please select (only) one of the following three options:

☒ Our firm has no actual, potential, or reasonably perceived, **financial*** or **other interest**** in the outcome of the project.

☐ Our firm has a potential or reasonably perceived **financial*** or **other interest**** in the outcome of the project as described here: _____.

Our firm proposes to mitigate the potential or perceived conflict according to the following plan:
_____.

☐ Our firm has an actual **financial*** or **other interest**** in the outcome of the project as described here:
_____.

***What does "financial interest" mean?**

If your firm, or employee of your firm working on the project (or a member of the employee's household), will/may be perceived to receive or lose private income depending on the government business choices based on your firm's findings and recommendations, this must be listed as a financial interest. An example would be ownership in physical assets affected by the government business choices related to this project. The possibility of contracting for further consulting services is not included in this definition and is not prohibited.

****What does "other interest" mean?**

If your firm, or employee of your firm working on the project (or a member of the employee's household), will/may be perceived to have political, legal or any other interests that will affect what goes into your firm's findings and recommendations, or will be/may be perceived to be affected by the government business choices related to this project, this must be listed as another interest.

BUSINESS NAME: ESP Associates FL, Inc.

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): Joseph R. Bruno, Jr.

SIGNATURE:



DATE:

AUGUST 4, 2023

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

ATTACHMENT 11
SCRUTINIZED COMPANY CERTIFICATION FORM

Contractor Name: ESP Associates FL, Inc.

Authorized Representative Name and Title: Joseph R. Bruno, Jr. | Executive Vice President

Address: 518 13th Street West City: Bradenton State: FL ZIP: 34205

Phone Number: (941) 345-5451 Email Address: jbruno@espassociates.com

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

☐ This Contract or Contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

☒ This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By:



Signature of Contractor's Authorized Representative

Joseph R. Bruno, Jr.

Name

Executive Vice President

Title

AUGUST 4, 2023

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

ATTACHMENT 12
VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.
7. Vendor understands that pursuant to Florida Statutes, section 448.095, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the Vendor named in this certification to civil penalties, attorney's fees and costs.

VENDOR: ESP Associates FL, Inc. (Vendor's Company Name)

Certified By: _____


AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Joseph R. Bruno, Jr. | Executive Vice President

Date Certified: AUGUST 4, 2023

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

ATTACHMENT 13
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Representative

Joseph R. Bruno, Jr.

Name

Executive Vice President

Title

AUGUST 4, 2023
Date

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ATTACHMENT 15
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Contractor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Contractor certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of North Port.

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of North Port. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of North Port, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ESP Associates FL, Inc.

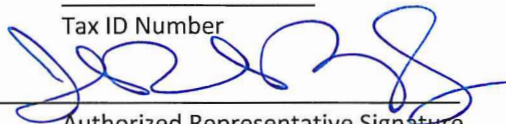
Company Name (Contractor)

#56-0599737

Tax ID Number

Joseph R. Bruno, Jr.

Authorized Representative Name



Authorized Representative Signature

#56-0599737

Federal Issued Tax
Identification Number

(If Social Security number DO NOT enter)

1TYE0

CAGE Code issued through www.sam.gov

DATE: AUGUST 9, 2023

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ATTACHMENT 16

CONTRACT CHANGES

- A. The parties may make changes to the contract work, including additions or deletions, provided that such changes are within the general scope of the contract work. Any change affecting the contract price must be in writing and signed by both parties. The Contractor is not entitled to any increase in price or extension of time unless the contract is changed in accordance with this section.
- B. Either party may submit to the other a change proposal, which must identify any proposed changes in contract price or time, explain why the change is believed necessary, and cite to any applicable provision of the contract. Within a reasonable time, the party receiving the proposal shall respond in writing to the other party. If the parties agree to the change, they will execute an amendment to the contract changing its terms.
- C. Without invalidating the contract, the City may order additions, deletions, or revisions in the work, provided that such changes are within the general scope of the contract work. Such changes may be accomplished by a contract amendment, if the City Commission and Contractor have agreed as to the effect, if any, of the changes on contract price. If the parties cannot agree, the Contractor shall proceed with the work, or, in the case of a deletion, cease activities with respect to the deleted work, subject to the Contractor's right to claim for additional compensation or time. Any such claim must be made in writing within 14 days. Additional compensation will be limited to Contractor's actual cost of the work, plus reasonable profit and overhead. Nothing in this section shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the contract or governing laws and regulations.

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Attachment 17
SANCTIONS AND PENALTIES

In the event of a breach of the terms of this Contract, the Contractor and its subcontractors will be subject to sanctions and penalties as may be imposed and remedies invoked as provided by rule, regulation, or order of the local, state, and federal agency, and as otherwise provided by law and other terms of this Contract.

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Attachment 18
TERMINATION FOR CONVENIENCE

The City reserves the right, in its best interest as determined by the City, to cancel this Contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Contract is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Contract through the termination date specified in the written notice of termination. The Contractor acknowledges and agrees that Contractor has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by the Contractor, for City's right to terminate this Contract for convenience. The Contractor will not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

END OF PART IV



ESP Corporate Office

3475 Lakemont Boulevard
Fort Mill, SC 29708
803.802.2440

Mailing Address: P.O. Box 7030 Charlotte, NC 28241
800.960.7317 | www.espassociates.com

Concord

7144 Weddington Rd. NW
Suite 110
Concord, NC 28027
704.793.9855

Greensboro

7011 Albert Pick Rd.
Suite E
Greensboro, NC 27409
336.334.7724

Nashville

500 Wilson Pike Circle
Suite 310
Brentwood, TN 37027
615.760.8300

Indianapolis

8673 Bash Street
Indianapolis, IN 46256
317.537.6979

Cornelius

20484 Chartwell Center Dr.
Suite D
Cornelius, NC 28031
704.649.2863

Wilmington

211 Racine Drive
Suite 101
Wilmington, NC 28403
910.313.6648

Pittsburgh

One Williamsburg Place
Suite G-5, Box 13
Warrendale, PA 15086
724.462.6606

Albuquerque

1203 West Ella Drive
Corrales, NM 87048
505.314.1322

Raleigh

2200 Gateway Centre Blvd.
Suite 216
Morrisville, NC 27560
919.678.1070

Charleston

2154 North Center Street
Suite E-503
North Charleston, SC 29406
843.714.2040

Bradenton

518 13th Street West
Bradenton, FL 34205
941.345.5451

Birmingham

2636 Oakleaf Circle
Bessemer, AL 35022
205.425.5200