

RFP# 2023-38

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# PROFESSIONAL SURVEYING SERVICES – CONTINUING CONTRACTS

City of North Port, FL

AUGUST 9, 2023



**ORIGINAL**

**SUBMITTED BY**

Dewberry Engineers Inc.  
2201 Cantu Court, Suite 107  
Sarasota, Florida 34232  
904.423 4936

**SUBMITTED TO**

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

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## TITLE PAGE

# PROFESSIONAL SURVEYING SERVICES - CONTINUING SERVICES CONTRACTS FOR CITY OF NORTH PORT

*RFP #2023-38*



**SUBMITTED BY:**

**DEWBERRY ENGINEERS INC.**

**POINT OF CONTACT: JONATHAN GIBSON, PSM**

2201 CANTU COURT, SUITE 107

SARASOTA, FL 34232-6254

904.423.4936, (P), N/A (FAX),

JGIBSON@DEWBERRY.COM

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# TAB 1: Transmittal Letter

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Dewberry Engineers Inc. | 941.702.9670  
2201 Cantu Court, Suite 107 | www.dewberry.com  
Sarasota, FL 34232-6254

# 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 City of North Port**

Dear Members of the Evaluation Committee,

As a full-service surveying, mapping, and geospatial firm, we are focused on meeting community needs. For over 46 years, we have provided surveying and mapping services throughout Florida. Dewberry's large, in-house survey staff are well-versed in the rigors of on-call assignments and the immediate response time they require. We utilize state-of-the-art equipment to provide cost-effective surveying, right-of-way (R/W) mapping, utility designation, and subsurface utility engineering (SUE) for municipal, utilities, roadway, and civil development projects. **Our local knowledge and experience eliminate our team's learning curve** and provide the following benefits:



**EXTENSIVE SURVEY AND MAPPING EXPERIENCE FOR MUNICIPALITIES.** Our team has worked on numerous on-call contracts for multiple government agencies and municipalities. Dewberry currently holds survey contracts for a variety of public and private clients, including Orange and Volusia Counties, the Cities of Deltona, New Smyrna Beach, and Orange City, the Florida Department of Transportation (FDOT) Districts One, Two, and Five, Florida Power and Light, and the Central Florida Expressway Authority. In total, we have performed over 10,000 surveys, from a single residential lot to 23,000-acre projects and over 800 miles of roadway. **Our team's experience in providing surveying and mapping for continuing services contracts is an asset.**



**LOCAL, DEDICATED PROJECT MANAGER BACKED BY COMPREHENSIVE TEAM.** With the capacity of producing 150,000 man-hours annually, our team is one of the largest and most experienced surveying firms in the state. Managing this contract from our office in Sarasota, our Project Manager, **Jonathan Gibson, PSM**, will remain actively engaged on all the City's assignments and will access the full complement of Dewberry's personnel, resources, and facilities to make each project cost-effective while meeting the schedule objectives. Our local team has over 85 professionals, including nine Professional Surveyors and Mappers, 15 Survey/Remote Sensing Technicians, 19 Survey Crews, and two Utility/SUE crews. Our crews are permanently based in Florida, safety trained and certified in maintenance of traffic (MOT) as well as, ERail Safe and Roadway Protection Training with CSX Transportation (CSX) and Norfolk Southern.



**CLIENT FOCUSED FIRM.** We are committed to putting our clients first. Having provided continuing survey and mapping services for numerous agencies and municipalities throughout Florida, our team's experience, combined with our commitment to safety and quality control, provides our clients with consistent, quality services.

Thank you for the opportunity to submit our qualifications for this important contract. Should you have any questions regarding our proposal, please let me know.

Sincerely,

Jonathan Gibson, PSM  
Associate, Business Unit Manager  
jgibson@dewberry.com | 850.571.1183

Cliff Wilson, PE  
Senior Vice President, Operations Unit Manager  
cwilson@dewberry.com | 850.571.1204  
(Authorized Representative)



## TAB 2: Qualifications of the Consultant Firm

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# QUALIFICATIONS OF THE CONSULTANT FIRM

Dewberry is a leading, market-facing firm with a proven history of providing professional services to a wide variety of public- and private-sector clients. Recognized for combining unsurpassed commitment to client service with deep subject matter expertise, Dewberry is dedicated to solving clients’ most complex challenges and transforming their communities.

Established in 1956, Dewberry is a family-owned corporation headquartered in Fairfax, Virginia for 65 years, with more than 50 locations and 2,000 professionals nationwide. Dewberry has been located in the State of Florida for over 46 years.

## Company Qualifications and Capabilities Location

Dewberry has extensive experience with continuing services contracts for as-needed surveying assignments. Our large, in-house survey staff are well-versed in the rigors of on-call assignments and the immediate response time they require.

We utilize state-of-the-art equipment to provide cost-effective surveying and mapping, construction staking, as-builts, utility designation, and SUE for utilities, municipal, roadway, and civil development projects.

Dewberry currently holds survey contracts for a variety of public and private clients, including the City of New Smyrna Beach, Florida Power and Light, Tampa Bay Water, the Florida Department of Transportation (FDOT) Districts One, Two, and Five, Orange and Volusia County, the Cities of Deltona and Orange City, and the Central Florida Expressway Authority. These assignments include all of the required tasks set forth in the City of North Port’s RFQ, with a diverse mix of assignments.

We possess deep support in personnel, equipment, and computer processing resources to handle all survey and mapping tasks. Our services include:

- ALTA/NSPS land title surveys
- Appraisal mapping

COMPANY INFORMATION	
Company address	2201 Cantu Court, Suite 107, Sarasota, FL 34232
Contact Person and Info	Jonathan Gibson, PSM, 850.571.1183, jgibson@dewberry.com
Web Site	<a href="https://www.dewberry.com/">https://www.dewberry.com/</a>

- As-Built surveys
- Boundary surveys
- Boundary, R/W, and utilities easement research
- Building and construction stakeout
- Control surveys (horizontal and vertical)
- Easement and acquisition documents
- Environmental photo interpretation, mapping and GIS
- Environmental surveys and wetland delineation
- General consultant review
- GPS control surveys
- GIS/database design and development
- Hydrographic surveys
- LiDAR
- Mean high water surveys
- Photogrammetry/orthophotography
- Sectional and grant retracement
- Subaqueous survey and mapping
- Subdivision platting and consolidation of tracts
- Topographic and tree surveys
- Transportation and route surveys
- UAS, aerial, and terrestrial LiDAR
- Utility surveys, designation, and SUE



## Firm and Personnel Licenses

**State of Florida  
Department of State**

I certify from the records of this office that DEWBERRY ENGINEERS INC. is a New York corporation authorized to transact business in the State of Florida, qualified on December 26, 2000.

The document number of this corporation is F0000007242.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 24, 2022, and that its status is active.


I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifth day of January, 2023*




**Secretary of State**


Tracking Number: 2476514278CU  
To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.  
<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>


 Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LB8011**  
 Expiration Date February 28, 2025

**Professional Surveyor and Mapper Business License**  
Under the provisions of Chapter 472, Florida Statutes


**DEWBERRY ENGINEERS INC.**  
800 N MAGNOLIA AVE STE 1000  
ORLANDO, FL 32803-3251



WILTON SIMPSON  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.


Search for a License Apply for a License View Application Status Find Exam Information File a Complaint AB&T Delinquent Invoice & Activity List Search	<b>Licensee Details</b> <b>License Information</b> Name: <b>DEWBERRY ENGINEERS INC. (Primary Name)</b> Main Address: <b>8401 ARLINGTON BLVD, FAIRFAX Virginia 22031</b> County: <b>OUT OF STATE</b> License Mailing: License Location:
<b>License Information</b> License Type: <b>Registry</b> Rank: <b>Registry</b> License Number: <b>8794</b> Status: <b>Current</b> License Date: <b>02/09/2001</b> Expires:	<b>Special Qualifications</b> Qualification Effective <b>Alternate Names</b>


 Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LS5529**  
 Expiration Date February 28, 2025


**Professional Surveyor and Mapper License**  
Under the provisions of Chapter 472, Florida Statutes

**SHEILA ANN WARE**



WILTON SIMPSON  
COMMISSIONER OF AGRICULTURE


This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.


 Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LS6851**  
 Expiration Date February 28, 2025


**Professional Surveyor and Mapper License**  
Under the provisions of Chapter 472, Florida Statutes

**JONATHAN H GIBSON**



WILTON SIMPSON  
COMMISSIONER OF AGRICULTURE


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 Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LS4633**  
 Expiration Date February 28, 2025

**Professional Surveyor and Mapper License**  
Under the provisions of Chapter 472, Florida Statutes

**WILLIAM PAUL HINKLE**



WILTON SIMPSON  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



# 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 City of North Port** (North Port, FL)

2. PUBLIC NOTICE DATE

July 7, 2023

3. SOLICITATION OR PROJECT NUMBER

2023-38

## B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Jonathan Gibson, Associate

5. NAME OF FIRM

Dewberry Engineers Inc.

6. TELEPHONE NUMBER

850.571.1183

7. FAX NUMBER

N/A

8. EMAIL ADDRESS

jgibson@Dewberry.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	SUBCONTRACTOR			
a.	<input checked="" type="checkbox"/>			<b>Dewberry Engineers Inc.</b> <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	2201 Cantu Court, Suite 107, Sarasota, FL 34232	Senior Surveyor Technicians
b.	<input checked="" type="checkbox"/>			<b>Dewberry Engineers Inc.</b> <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	203 Aberdeen Parkway, Panama City, FL 32405	Project Manager, QA/QC
c.	<input checked="" type="checkbox"/>			<b>Dewberry Engineers Inc.</b> <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	800 North Magnolia, Suite 1000, Orlando, FL 32803	Project Manager Assistant, QA/ QC

## D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

# ARCHITECT – ENGINEER QUALIFICATIONS

## PART II – GENERAL QUALIFICATIONS

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

1. SOLICITATION NUMBER  
(IF ANY)

2a. FIRM (or Branch Office) NAME

**Dewberry Engineers Inc.  
(Panama City branch office)**



3. YEAR ESTABLISHED

2016

4. UNIQUE ENTITY IDENTIFIER

K3WDSCEDY1V5

2b. STREET

203 Aberdeen Parkway

5. OWNERSHIP

2c. CITY

Panama City

2d. STATE

FL

2e. ZIP CODE

32405-6457

a. TYPE

Corporation

6a. POINT OF CONTACT NAME AND TITLE

Jonathan Sklarski, PE, Associate Vice President

b. SMALL BUSINESS STATUS

No

6b. TELEPHONE NUMBER

850.571.1200

6c. EMAIL ADDRESS

jsklarski@dewberry.com

7. NAME OF FIRM (If block 2a is a branch office)

The Dewberry Companies Inc.

8a. FORMER FIRM NAME(S) (If any)

Former name of Dewberry Engineers Inc. (DEI): Dewberry-Goodkind, Inc.; Goodkind & O'Dea, Inc.; Goodkind & O'Dea of New York, Inc.; Goodkind & O'Dea, Inc. (partnership); A.E. Friedgen, Inc. Affiliated companies: Dewberry Architects Inc. (DAI); Dewberry Design-Builders Inc. (DDB)

8b. YEAR ESTABLISHED

Dewberry Engineers Inc.: 2012

8c. UNIQUE ENTITY IDENTIFIER

DEI: K3WDSCEDY1V5;  
DAI: DB9NCZBFDDN3;  
DDB: CG6JSKCHEKN6

### 9. EMPLOYEES BY DISCIPLINE

### 10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	232	2	B02	Bridges	1
08	CADD Technician	80	3	C08	Codes; Standards; Ordinances	1
12	Civil Engineer	329	11	C15	Construction Management	1
15	Construction Inspector	121	6	D10	Disaster Work	4
16	Construction Manager	66	1	E09	Environmental Impact Studies, Assessments or Statements	1
24	Environmental Specialist	64	1	E11	Environmental Planning	1
38	Land Surveyor	211	22	E12	Environmental Remediation	1
42	Mechanical Engineer	135	1	H04	Heating; Ventilating; Air Conditioning	1
62	Water Resources Engineer	117	1	H07	Highways; Streets; Airfield Paving; Parking Lots	3
				H13	Hydrographic Surveying	1
				L02	Land Surveying	1
				L11	Land Development; Commercial	1
				S01	Safety Engineering; Accident Studies; OSHA Studies	1
				S04	Sewage Collection, Treatment and Disposal	1
				S10	Surveying; Platting; Mapping; Flood Plain Studies	6
				T02	Testing & Inspection Services	1
				T03	Traffic & Transportation Engineering	1
				W02	Water Resources; Hydrology; Ground Water	1
				W03	Water Supply; Treatment and Distribution	1
<b>Total</b>		<b>2444</b>	<b>48</b>			

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

a. Federal Work	3
b. Non-Federal Work	7
c. Total Work	7

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than \$100,000
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

June 22, 2023

c. NAME AND TITLE

Donald E. Stone, Jr., Director/Executive Vice President

COMPANY CONFIDENTIAL AND PROPRIETARY: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this proposal.

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# ARCHITECT – ENGINEER QUALIFICATIONS

## PART II – GENERAL QUALIFICATIONS

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

1. SOLICITATION NUMBER  
(IF ANY)

2a. FIRM (or Branch Office) NAME

**Dewberry Engineers Inc.  
(Orlando branch office)**



3. YEAR ESTABLISHED

2013

4. UNIQUE ENTITY IDENTIFIER

K3WDSCEDY1V5

2b. STREET

800 North Magnolia Avenue, Suite 1000

### 5. OWNERSHIP

2c. CITY

Orlando

2d. STATE

FL

2e. ZIP CODE

32803-3251

a. TYPE

Corporation

6a. POINT OF CONTACT NAME AND TITLE

Kevin E. Knudsen, PE, Vice President

b. SMALL BUSINESS STATUS

No

6b. TELEPHONE NUMBER

321.354.9646

6c. EMAIL ADDRESS

kknudsen@dewberry.com

7. NAME OF FIRM (If block 2a is a branch office)

The Dewberry Companies Inc.

8a. FORMER FIRM NAME(S) (If any)

Former name of Dewberry Engineers Inc. (DEI): Dewberry-Goodkind, Inc.; Goodkind & O'Dea, Inc.; Goodkind & O'Dea of New York, Inc.; Goodkind & O'Dea, Inc. (partnership); A.E. Friedgen, Inc.  
Affiliated companies: Dewberry Architects Inc. (DAI); Dewberry Design-Builders Inc. (DDB)

8b. YEAR ESTABLISHED

Dewberry Engineers Inc.: 2012

8c. UNIQUE ENTITY IDENTIFIER

DEI: K3WDSCEDY1V5;  
DAI: DB9NCZBFDDN3;  
DDB: CG6JSKCHEKN6

### 9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	232	9	B02	Bridges	1
08	CADD Technician	80	8	C16	Construction Surveying	2
12	Civil Engineer	329	12	E03	Electrical Studies and Design	2
15	Construction Inspector	121	1	E11	Environmental Planning	1
16	Construction Manager	66	1	L02	Land Surveying	4
20	Economists/Financial Analysts	47	4	L10	Land Development, Residential	6
21	Electrical Engineer	66	1	L11	Land Development, Commercial	4
24	Environmental Specialist	64	9	L12	Land Development, Industrial	2
30	Geologist	9	1	L13	Land Development, Public	4
38	Land Surveyor	211	27	R07	Remote Sensing	1
39	Landscape Architect	38	4	R11	Rivers; Canals; Waterways; Flood Control	1
47	Planner: Urban/Regional	37	2	S10	Surveying; Platting; Mapping; Flood Plain Studies	6
48	Program Analyst/Program Manager	31	3	S13	Storm Water Handling & Facilities	1
56	Technical/Specification Writer	53	2	T01	Telephone Systems (Rural; Mobile; Intercom, Etc.)	2
57	Structural Engineer	145	6	T02	Testing & Inspection Services	1
58	Technician/Analyst	3	1	T03	Traffic & Transportation Engineering	8
60	Transportation Engineer	174	28	T04	Topographic Surveying and Mapping	5
62	Water Resources Engineer	117	3	T05	Towers (Self-Supporting & Guyed Systems)	3
	Water/Wastewater Engineer	101	6	W02	Water Resources; Hydrology; Ground Water	1
	Other Employees	520		W03	Water Supply; Treatment and Distribution	7
<b>Total</b>		<b>2444</b>	<b>128</b>			

### 10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

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

a. Federal Work	1
b. Non-Federal Work	8
<b>c. Total Work</b>	<b>8</b>

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

- |   |   |
|---|---|
| 1. Less than \$100,000                  | 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

June 22, 2023

c. NAME AND TITLE

Donald E. Stone, Jr., Director/Executive Vice President

COMPANY CONFIDENTIAL AND PROPRIETARY: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this proposal.





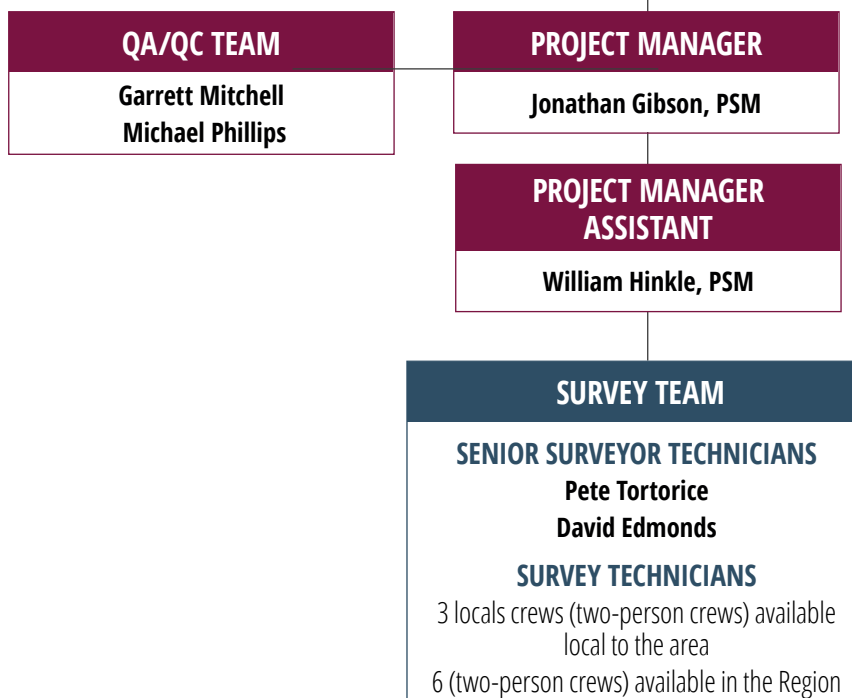
## **TAB 3:** Qualifications of the Project Team/ Project Management Experience

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# QUALIFICATIONS OF THE PROJECT TEAM/ PROJECT MANAGER EXPERIENCE

Dewberry has assembled a strong team of professionals for this contract. Our depth of experience includes local knowledge within the City of North Port and a combined support staff of more than 100 individuals, allowing for immediate response on task orders for this contract. Our team is prepared to provide the full support and dedication necessary to the City of North Port using our in-house resources and expert staff. Per the City of North Port’s request, we have included the resumes of our key personnel in this section. We will be happy to provide additional information upon request

AS ONE OF THE LARGEST AND MOST EXPERIENCED SURVEYING AND MAPPING FIRMS In FLORIDA, DEWBERRY HAS THE CAPACITY OF **150,000 MAN-HOURS OF PRODUCTION PER YEAR**



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME <b>Jonathan Gibson, PSM</b>	13. ROLE IN THIS CONTRACT <b>Project Manager</b>	14. YEARS EXPERIENCE	
		a. TOTAL <b>17</b>	b. WITH CURRENT FIRM <b>4</b>
15. FIRM NAME AND LOCATION <i>(City and State)</i> <b>Dewberry Engineers Inc. (Panama City, FL)</b>			
16. EDUCATION <i>(Degree and Specialization)</i> <b>BS/Geomatics</b>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> <b>Professional Surveyor and Mapper/FL, AL</b>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

Jonathan Gibson has extensive experience in all aspects of land surveying in support of engineering design, including linear \ transportation projects, utility upgrades, commercial and residential development projects, as well as specific purpose and construction layout services. He has experience in providing certified ALTA/NSPS surveys, which involve review of title work and land use and zoning documents.

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	<b>FPL, Redwood to Wewahitchka Route (Bay County, FL)</b>	<b>2023</b>	<b>N/A</b>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>Project Manager.</b> Dewberry performed 54 Subsurface Utility Engineering Level A soft digs each being located at proposed pole locations for the installation of power poles along the Redwood to Wewa Road 115K corridor located in Bay County, Florida. Our team excavated 8'x 8' "L" and "X" shaped trenches to a depth of 10' to locate, verify, and collect horizontal and vertical positions on any existing utilities that were located within proposed pole locations. We coordinated with Sunshine 811 to properly facilitate the excavation of these sites. Our team created test hole reports for each location that detailed found utilities and their depths. These reports included a sketch of the site showing improvements, pole location, and present utility data as well as photos of the site at all stages of the excavation and photos of all found utilities.		
b.	<b>Lift Station 2 TECO (Plant City, FL)</b>	<b>2023</b>	<b>N/A</b>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>QA/QC.</b> Dewberry provided professional surveying services for City of Plant City, specifically a sketch and legal description for TECO utility easement for a new transformer at City of Plant City Lift Station 2 site.		
c.	<b>FPL, Holopaw Solar Site (Palm Beach County, FL)</b>	<b>2023</b>	<b>N/A</b>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>Project Manager.</b> Dewberry has provided a wide variety of surveying services for the Florida Power & Light Holopaw Solar Site project since its inception in 2017, consisting of large-scale ALTA/NSPS Land Title Boundary Survey, sketch and legal descriptions, traditional topographic surveys, LiDAR-based topographic surveys with traditional control and verification, subsurface utility engineering services, and staking services. Our involvement with the project centered around providing survey support for the acquisition of the site and providing support to the sites internal division into the desired boundaries intended to be a multi-phase solar site that includes a substation. Since 2017, we have created and maintained ALTA/NSPS Land Title Boundary Survey for the site and facilitated the creation of access easements allowing for legal access to the property. We have worked with Palm Beach County and contractors to ensure all parties are informed and operating cohesively. Our team has additionally provided topographic surveys including both traditional and LiDAR-based topographic surveys for the 2,187 acre site.		
d.	<b>FPL, Cedar to Ranch (West Palm Beach, FL)</b>	<b>Ongoing</b>	<b>N/A</b>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>QA/QC.</b> A comprehensive scope of services that comprised a route-of-line survey and topographic survey for design purposes within the first stage the project. The second stage of the project included comprehensive sketch and descriptions of easements and boundary surveys of roughly forty parcels within Palm Beach County.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME <b>William Hinkle, PSM</b>	13. ROLE IN THIS CONTRACT <b>Assistant Project Manager</b>	14. YEARS EXPERIENCE	
		a. TOTAL <b>43</b>	b. WITH CURRENT FIRM <b>16</b>
15. FIRM NAME AND LOCATION <i>(City and State)</i> <b>Dewberry Engineers Inc. (Orlando, FL)</b>			
16. EDUCATION <i>(Degree and Specialization)</i> <b>International Correspondence School/ Surveying and Mapping</b>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> <b>Professional Surveyor and Mapper/FL</b>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

William has more than 43 years of experience in surveying and mapping. He has completed control surveys, design, and R/W surveys and mapping, utility designation, excavation, and utility mapping projects, as well as hydrographic and mean-high water surveys throughout the state of Florida. William has managed more than 400 public and private roadway projects, design-build endeavors, and continuing service contracts.

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	<b>Turnbull Sewer Replacement TA1 (New Smyrna Beach, FL)</b>	<b>2023</b>	<b>N/A</b>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>Project Manager.</b> Dewberry provided professional surveying services, specifically a topographic and R/W Survey on an area comprising 37,000 linear feet, or 7.01 miles.	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	<b>Airport Substation TA2 (New Smyrna Beach, FL)</b>	<b>2023</b>	<b>N/A</b>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>Project Manager.</b> Dewberry provided professional surveying services, specifically a boundary survey of the New Smyrna Beach Utilities Commission parcel used for the Airport Substation.	<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	<b>Lake Wales Water Main Replacement (Lake Wales, FL)</b>	<b>2021</b>	<b>N/A</b>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>Survey Project Manager.</b> Dewberry provided the survey and design of two phases of a potable force main within existing residential areas for the City of Lake Wales. Our survey group performed control and R/W surveys, as well as topographic, utility (ASCE Quality Level B field designates), wetland surveys, and SUE for the utility design. Potential conflicts and tie in locations were identified and vertical verification holes were established in accordance with ASCE quality Level A SUE guidelines. The composite survey database was created in Civil 3D format and included existing platted R/W and parcels lines and existing water facilities. Once the route selection was solidified, our mapping team prepared the easement descriptions to be used for acquisition.	<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	<b>McIntosh Wetlands Preserve Ph II (City of Plant City, FL)</b>	<b>2022</b>	<b>N/A</b>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>QA/QC.</b> Dewberry provided professional surveying services for the City of Plant City, specifically wetland and topographic survey. We flagged wetland delineation of thirty-three wetlands. In addition, we provided topographic survey of the east canal, along the canal running north, south along the east side of the site, and a cross section near the southwest corner of the site.	<input checked="" type="checkbox"/> Check if project performed with current firm	
e.	<b>Mosquito Control Parcel 101 (Orange County, FL)</b>	<b>2022</b>	<b>N/A</b>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>Project Manager.</b> Dewberry provided a boundary and topographic survey for the Mosquito Control office for Orange County. Our survey group was tasked with performing a boundary survey for the site. We identified property corners and reestablished the boundary of the site. We established control and located improvements and topography of the entire site and outbuildings, for use in the topographic survey that followed. Improvements adjacent to the site were included as part of the topographic survey to produce adequate data to provide for future engineering of the site. Our team compiled a survey database in Civil 3D, platted existing R/Ws and the surrounding parcels along with developing a surface model to display contour data across the site. Utility information for the site was retrieved and a drainage network was established within the base file. Additionally, we provided an exhibit of the site for the Orange County Property Appraiser that was needed to update maps online after the parcel acquisition.	<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 key person.)

12. NAME <b>Garrett Mitchell</b>	13. ROLE IN THIS CONTRACT <b>QA/QC Manager</b>	14. YEARS EXPERIENCE	
		a. TOTAL <b>5</b>	b. WITH CURRENT FIRM <b>5</b>
15. FIRM NAME AND LOCATION (City and State) <b>Dewberry Engineers Inc. (Orlando, FL)</b>			
16. EDUCATION (Degree and Specialization) <b>BS/Land Surveying and Geomatics</b>		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) <b>N/A</b>	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

Garrett, a survey technician, has worked as part of a survey crew performing boundary, topographic, ALTA/NSPS Land Title, ROW, utility and construction surveys for public and private clients. Garrett has relevant experience completing on-call districtwide survey assignments that include alignment retracement, design surveys, bridge surveys, drainage surveys and utility mapping for both on system and off system projects. Responsibilities include assisting party chief with downloads of daily field location, operation of total stations, data collectors and level equipment, daily safety check of vehicle, operation of designation and toning equipment and set up of work zone safety.

### 19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	<b>FPL, Holopaw Solar Site (Palm Beach County, FL)</b>	PROFESSIONAL SERVICES <b>2023</b>	CONSTRUCTION (If applicable) <b>N/A</b>
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Project Manager/Survey Technician.</b> Dewberry has provided a wide variety of surveying services for the Florida Power & Light Holopaw Solar Site project since its inception in 2017, consisting of large-scale ALTA/NSPS Land Title Boundary Survey, sketch and legal descriptions, traditional topographic surveys, LiDAR-based topographic surveys with traditional control and verification, subsurface utility engineering services, and staking services. Our involvement with the project centered around providing survey support for the acquisition of the site and providing support to the sites internal division into the desired boundaries intended to be a multi-phase solar site that includes a substation. Since 2017, we have created and maintained ALTA/NSPS Land Title Boundary Survey for the site and facilitated the creation of access easements allowing for legal access to the property. We have worked with Palm Beach County and contractors to ensure all parties are informed and operating cohesively. Our team has additionally provided topographic surveys including both traditional and LiDAR-based topographic surveys for the 2,187 acre site.		
	<b>Mosquito Control Parcel 101 (Orange County, FL)</b>	PROFESSIONAL SERVICES <b>2022</b>	CONSTRUCTION (If applicable) <b>N/A</b>
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Project Manager.</b> Dewberry provided a boundary and topographic survey for the Mosquito Control office for Orange County. Our survey group was tasked with performing a boundary survey for the site. We identified property corners and reestablished the boundary of the site. We established control and located improvements and topography of the entire site and outbuildings, for use in the topographic survey that followed. Improvements adjacent to the site were included as part of the topographic survey to produce adequate data to provide for future engineering of the site. Our team compiled a survey database in Civil 3D, platted existing R/Ws and the surrounding parcels along with developing a surface model to display contour data across the site. Utility information for the site was retired and a drainage network was established within the base file. Additionally, we provided an exhibit of the site for the Orange County Property Appraiser that was needed to update maps online after the parcel acquisition.		
	<b>East Landsdowne Stormwater CIP (Winter Springs, FL)</b>	PROFESSIONAL SERVICES <b>2023</b>	CONSTRUCTION (If applicable) <b>N/A</b>
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Survey Technician.</b> Dewberry provided professional surveying services, specifically topographic survey, survey control, design and utility surveys for sidewalk design.		
	<b>FPL, Redwood to Wewahitchka Route (Bay County, FL)</b>	PROFESSIONAL SERVICES <b>2023</b>	CONSTRUCTION (If applicable) <b>N/A</b>
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Project Manager.</b> Dewberry performed 54 Subsurface Utility Engineering Level A soft digs, each being located at proposed pole locations for the installation of power poles along the Redwood to Wewa Road 115K corridor located in Bay County, Florida. Our team excavated 8'x 8' "L" and "X" shaped trenches to a depth of 10' to locate, verify, and collect horizontal and vertical positions on any existing utilities that were located within proposed pole locations. We coordinated with Sunshine 811 to properly facilitate the excavation of these sites. Our team created test hole reports for each location that detailed found utilities and their depths. These reports included a sketch of the site showing improvements, pole location, and present utility data as well as photos of the site at all stages of the excavation and photos of all found utilities.		

## E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME <b>Michael Phillips</b>	13. ROLE IN THIS CONTRACT <b>QA/QC Manager</b>	14. YEARS EXPERIENCE	
		a. TOTAL <b>19</b>	b. WITH CURRENT FIRM <b>19</b>
15. FIRM NAME AND LOCATION (City and State) <b>Dewberry Engineers Inc. (Orlando, FL)</b>			
16. EDUCATION (Degree and Specialization) <b>N/A</b>		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) <b>N/A</b>	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Michael, a survey technician at Dewberry, performs project research, crew coordination and preparation of deliverables for boundary, topographic, ALTA/NSPS Land Title, R/W, utility and construction surveys for public and private clients. In addition, Michael has relevant experience completing on-call Districtwide Survey assignments that include sectional surveys, ROW surveys, alignment retracement, bridge surveys, drainage surveys and resurfacing projects for both on system and off system projects. Office support tasks for each include EFB segment processing, GPS processing, design survey deliverables produced in Caice, Microstation, and Geopak, digital terrain modeling, database maintenance, control surveys and R/W mapping. Responsibilities include understanding of scope and deliverables, operation of all applicable software tools, directing field personnel and quality control of field data and associated mapping.

### 19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
a.	<b>Lift Station 2 TECO (Plant City, FL)</b>	PROFESSIONAL SERVICES <b>2023</b>	CONSTRUCTION (If applicable) <b>N/A</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Project Manager/Survey Technician.</b> Dewberry provided professional surveying services for the City of Plant City, specifically a sketch and legal description for TECO utility easement for a new transformer at the City of Plant City Lift Station 2 site.		
b.	<b>Green Place Parcel (Orange County, FL)</b>	PROFESSIONAL SERVICES <b>2023</b>	CONSTRUCTION (If applicable) <b>N/A</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Project Manager.</b> Dewberry provided professional surveying services, specifically boundary surveys of parcels to be acquired by Orange County for use in their Green PLACE Program. The Green PLACE Program oversees parkland acquisition for the conservation and environmental protection of natural and water resources in Orange County and provides nature-based recreational opportunities.		
c.	<b>Mosquito Control Parcel 101 (Orange County, FL)</b>	PROFESSIONAL SERVICES <b>2022</b>	CONSTRUCTION (If applicable) <b>N/A</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Survey Technician.</b> Dewberry provided a boundary and topographic survey for the Mosquito Control office for Orange County. Our survey group was tasked with performing a boundary survey for the site. We identified property corners and reestablished the boundary of the site. We established control and located improvements and topography of the entire site and outbuildings, for use in the topographic survey that followed. Improvements adjacent to the site were included as part of the topographic survey to produce adequate data to provide for future engineering of the site. Our team compiled a survey database in Civil 3D, platted existing R/Ws and the surrounding parcels along with developing a surface model to display contour data across the site. Utility information for the site was retrieved and a drainage network was established within the base file. Additionally, we provided an exhibit of the site for the Orange County Property Appraiser that was needed to update maps online after the parcel acquisition.		
d.	<b>Turnbull Sewer Replacement TA1 (New Smyrna Beach, FL)</b>	PROFESSIONAL SERVICES <b>2023</b>	CONSTRUCTION (If applicable) <b>N/A</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm <b>Survey Technician.</b> Dewberry provided professional surveying services, specifically a topographic and R/W Survey on an area comprising 37,000 linear feet, or 7.01 miles.		

## E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME <b>Pete Tortorice</b>	13. ROLE IN THIS CONTRACT <b>Senior Surveyor Technician</b>	14. YEARS EXPERIENCE	
		a. TOTAL <b>19</b>	b. WITH CURRENT FIRM <b>1</b>
15. FIRM NAME AND LOCATION (City and State) <b>Dewberry Engineers Inc. (Sarasota, FL)</b>			
16. EDUCATION (Degree and Specialization) <b>AAS/Construction Design and Management</b>		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) <b>Land Surveyor-in-Training</b>	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

As a Survey Technician/Office Manager with more than 19 years of experience, Pete has overseen day-to-day operations and managed and scheduled CAD work and survey technicians. Pete has performed aerial surveys, processed data with Pix4D, processed scan data from Trimble SX10 scanner in Trimble Business Center, produced ALTA/ACSM Land Title Surveys, and produced plats of subdivisions and easements. Peter is experienced with reviewing and finalizing drawings, fieldwork, and creating PLS CADD models for FPL corridor work.

### 19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
a.	<b>McIntosh Wetlands Preserve Ph II (City of Plant City, FL)</b>	PROFESSIONAL SERVICES <b>2023</b>	CONSTRUCTION (If applicable) <b>N/A</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	<b>Survey Project Manager.</b> Dewberry provided professional surveying services for the City of Plant City, specifically wetland and topographic survey. We flagged wetland delineation of thirty-three wetlands. In addition, we provided topographic survey of the east canal, along the canal running north, south along the east side of the site, and a cross section near the southwest corner of the site.		
b.	<b>Strazzera Ibis Street, Neal Communities (Sarasota County, FL)</b>	PROFESSIONAL SERVICES <b>2023</b>	CONSTRUCTION (If applicable) <b>N/A</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	<b>Survey Project Manager.</b> This project consists of providing professional surveying services for over 500 acres of topographic and tree surveying in three phases. Pete provided direction to the field crews along with managing the final deliverables.		
c.	<b>Ellenton Gillette Road, Woodruff &amp; Sons, Inc. (Manatee County, FL)</b>	PROFESSIONAL SERVICES <b>2023</b>	CONSTRUCTION (If applicable) <b>Ongoing</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	<b>Survey Project Manager.</b> This project consists of providing professional surveying services for 5.4 miles of roadway widening and utility improvements along the corridor. Pete provided construction staking calculations, project management and produced as-built record drawings.		
d.	<b>Memphis Neighborhood Sidewalk (Manatee County, FL)</b>	PROFESSIONAL SERVICES <b>2023</b>	CONSTRUCTION (If applicable) <b>Ongoing</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	<b>Survey Project Manager.</b> This project consists of providing professional surveying services to layout the proposed utilities, drainage structures and sidewalk along five roads located in the Memphis Neighborhood of Manatee County. Pete provided construction staking calculations, project management and produced As-Built record drawings.		
e.	<b>Marisol Moore Property - Platting, Neal Land &amp; Neighborhoods (East Bradenton, FL)</b>	PROFESSIONAL SERVICES <b>2022</b>	CONSTRUCTION (If applicable) <b>N/A</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	<b>Survey Project Manager.</b> This project consists of providing professional surveying services for the overall boundary survey of a 38.95-acre site and the Final Platting process a 172 lot subdivision. Pete provided oversight of the boundary survey, reviewed the final plat of subdivision for recordation.		

## E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME <b>David Edmonds</b>	13. ROLE IN THIS CONTRACT <b>Senior Surveyor Technician</b>	14. YEARS EXPERIENCE	
		a. TOTAL <b>33</b>	b. WITH CURRENT FIRM <b>3</b>
15. FIRM NAME AND LOCATION (City and State) <b>Dewberry Engineers Inc. (Sarasota, FL)</b>			
16. EDUCATION (Degree and Specialization) <b>N/A</b>		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) <b>N/A</b>	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

David has been responsible for project management during numerous construction projects. He has 30 years of diversified experience in public and private roadway, utilities, and drainage construction projects. He is experience in the construction of stormwater management systems, street drainage systems, roadways, utilities and associated site improvements. He routinely works from site layout, through the actual construction, to the record drawing and certification phases of projects

### 19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	<b>McIntosh Wetlands Preserve Ph II (City of Plant City, FL)</b>	<b>2023</b>	<b>N/A</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Senior Surveyor Technician.</b> Dewberry provided professional surveying services for the City of Plant City, specifically wetland and topographic survey. We flagged wetland delineation of thirty-three wetlands. In addition, we provided topographic survey of the east canal, along the canal running north, south along the east side of the site, and a cross section near the southwest corner of the site.		
b.	<b>Strazera Ibis Street, Neal Communities (Sarasota County, FL)</b>	<b>2023</b>	<b>N/A</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Senior Surveyor Technician.</b> This project consists of providing professional surveying services for over 500 acres of topographic and tree surveying in three phases. Peter provided direction to the field crews along with managing the final deliverables.		
c.	<b>Ellenton Gillette Road, Woodruff &amp; Sons, Inc. (Manatee County, FL)</b>	<b>2023</b>	<b>Ongoing</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Senior Surveyor Technician.</b> This project consists of providing professional surveying services for 5.4 miles of roadway widening and utility improvements along the corridor. Peter provided construction staking calculations, project management and produced as-built record drawings.		
d.	<b>Memphis Neighborhood Sidewalk (Manatee County, FL)</b>	<b>2023</b>	<b>Ongoing</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Senior Surveyor Technician.</b> This project consists of providing professional surveying services to layout the proposed utilities, drainage structures and sidewalk along five roads located in the Memphis Neighborhood of Manatee County. Peter provided construction staking calculations, project management and produced As-built record drawings		
e.	<b>Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Sarasota and Manatee County, FL)</b>	<b>Ongoing</b>	<b>Ongoing</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Senior Surveyor Technician.</b> Lakewood Ranch is an unincorporated 31,000 acre master planned community located on Florida's Gulf Coast in Sarasota and Manatee Counties, established in 1995. The five CDDs we serve cover an 8,500 acre community within the larger Lakewood Ranch Development. The overall development contains A-rated schools, shopping, business parks, hospital and medical center, golf courses, athletic centers, aquatics, and lighted tennis courts. As the CDD Engineer for the five CDD's, Dewberry's services include engineering, surveying, permitting, owner coordination with the County's review and approval of construction activities.		



# **TAB 4:** Proficiency with Similar Services/ Projects

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**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)*

**Lift Station 2 TECO (Plant City, FL)**

22. YEAR COMPLETED

PROFESSIONAL SERVICES

2023

CONSTRUCTION *(If applicable)*

N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

City of Plant City

b. POINT OF CONTACT NAME

Hye (Jay) Kwag, PE, PMP

c. POINT OF CONTACT TELEPHONE NUMBER

813.365.4929

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

Dewberry provided professional surveying services for the City of Plant City, specifically a sketch and legal description for TECO utility easement for a new transformer at the City of Plant City Lift Station 2 site.

- **SURVEY COST** \$2,317
- **COMPLETION** 2023
- **SIZE** 225 SF
- **RELEVANCE TO PROJECT**  
Continuing Services Project  
Surveying Services

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Dewberry Engineers Inc.	Panama City, FL	Project Management
b.	Dewberry Engineers Inc.	Orlando, FL	Survey Services

**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)*

**Holopaw Solar Site (Palm Beach County, FL)**

22. YEAR COMPLETED

PROFESSIONAL SERVICES  
2023

CONSTRUCTION *(If applicable)*  
N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Florida Power & Light Company

b. POINT OF CONTACT NAME

Mitchell Heaton , Senior Project Manager

c. POINT OF CONTACT TELEPHONE NUMBER

(561) 694-3176

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

Dewberry has provided a wide variety of surveying services for the Florida Power & Light Holopaw Solar Site project since its inception in 2017 consisting of large-scale ALTA/NSPS Land Title Boundary Survey, sketch and legal descriptions, traditional topographic surveys, LiDAR-based topographic surveys with traditional control and verification, subsurface utility engineering services, and staking services. Our involvement with the project centered around providing survey support for the acquisition of the site and providing support to the sites internal division into the desired boundaries intended to be a multi-phase solar site that includes a substation. Since 2017, we have created and maintained ALTA/NSPS Land Title Boundary Survey for the site and facilitated the creation of access easements allowing for legal access to the property. We have worked with Palm Beach County and contractors to ensure all parties are informed and operating cohesively. Our team has additionally provided topographic surveys including both traditional and LiDAR-based topographic surveys for the 2,187 acre site.

- **SURVEY COST** \$27,450
- **COMPLETION** 2023
- **SIZE** 2187 ACRES
- **RELEVANCE TO PROJECT**  
Continuing Services Project  
Boundary Surveys  
Topographic Surveys  
Sketch and Legals  
Control Surveys

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	Survey Crew Mobilization, Primary Drafting Location
b.	Dewberry Engineers Inc.	Panama City, FL	Project Management, Client Management and Correspondence, QA/QC

**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

**3**

21. TITLE AND LOCATION *(City and State)*

**Green Place Parcel (Orange County,FL)**

22. YEAR COMPLETED

PROFESSIONAL SERVICES

2023

CONSTRUCTION *(If applicable)*

N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Orange County

b. POINT OF CONTACT NAME

Dan Whittaker, PSM, County Surveyor and Mapper

c. POINT OF CONTACT TELEPHONE NUMBER

407.836.7807

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

Dewberry provided professional surveying services, specifically boundary surveys of parcels to be acquired by Orange County for use in their Green PLACE Program. The Green PLACE Program oversees parkland acquisition for the conservation and environmental protection of natural and water resources in Orange County and provides nature-based recreational opportunities.

- **SURVEY COST** \$17,206.06
- **COMPLETION** 2023
- **SIZE** 42 ACRES
- **RELEVANCE TO PROJECT**  
Continuing Services Project  
Boundary Surveys  
Section Breakdown

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	Field Crew Mobilization, Boundary Determination, Final Deliverables

**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)*

**Mosquito Control Parcel 101 (Orange County, FL)**

22. YEAR COMPLETED

PROFESSIONAL SERVICES  
2022

CONSTRUCTION *(If applicable)*  
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Orange County

b. POINT OF CONTACT NAME

William R. Muscatello Jr, P.S.M.,  
R.L.S., County Surveyor

c. POINT OF CONTACT TELEPHONE NUMBER

(407) 836-7881

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

Dewberry provided a boundary and topographic survey for the Mosquito Control office for Orange County. Our survey group was tasked with performing a boundary survey for the site. We identified property corners and reestablished the boundary of the site. We established control and located improvements and topography of the entire site and outbuildings, for use in the topographic survey that followed. Improvements adjacent to the site were included as part of the topographic survey to produce adequate data to provide for future engineering of the site. Our team compiled a survey database in Civil 3D, platted existing R/Ws and the surrounding parcels along with developing a surface model to display contour data across the site. Utility information for the site was retrieved and a drainage network was established within the base file. Additionally, we provided an exhibit of the site for the Orange County Property Appraiser that was needed to update maps online after the parcel acquisition.

- **SURVEY COST** \$15,442.07
- **COMPLETION** 2023
- **SIZE** 4 ACRE SURVEY SITE
- **RELEVANCE TO PROJECT**  
Continuing Services Project  
Boundary and Topographic surveys  
Survey Database

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	Boundary and Topographic surveys Survey Database

**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)*

**Turnbull Sewer Replacement TA1 (New Smyrna Beach, FL)**

22. YEAR COMPLETED

PROFESSIONAL SERVICES  
**2022**

CONSTRUCTION *(If applicable)*  
**N/A**

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

**Utilities Commission, City of New Smyrna Beach**

b. POINT OF CONTACT NAME

**Dana Hale, PE, Civil Engineering Manager**

c. POINT OF CONTACT TELEPHONE NUMBER

**386.424.3037**

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

Dewberry provided Professional surveying services, specifically a topographic and R/W Survey on an area comprising 37,000 linear feet, or 7.01 miles.

- **SURVEY COST** \$62,970
- **COMPLETION** 2022
- **SIZE** 37,000 linear feet
- **RELEVANCE TO PROJECT**  
Continuing Services Project  
Topographic Survey  
R/W

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	<b>Dewberry Engineers Inc.</b>	<b>Orlando, FL</b>	<b>Topographic and R/W Survey, Survey Database</b>



**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)*

**Airport Substation TA2 (New Smyrna Beach, FL)**

22. YEAR COMPLETED

PROFESSIONAL SERVICES  
**2023**

CONSTRUCTION *(If applicable)*  
**N/A**

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

**Utilities Commission, City of New Smyrna Beach**

b. POINT OF CONTACT NAME

**Jameson Parker, Electrical Engineering Manager**

c. POINT OF CONTACT TELEPHONE NUMBER

**386.424.3040**

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

Dewberry provided professional surveying services, specifically a boundary survey of the New Smyrna Beach Utilities Commission parcel used for the Airport Substation.

- **SURVEY COST** \$10,755
- **COMPLETION** 2023
- **SIZE** 2 ACRES
- **RELEVANCE TO PROJECT**  
Continuing Services Project  
Topographic Survey  
Boundary Survey

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	<b>Dewberry Engineers Inc.</b>	<b>Orlando, FL</b>	<b>Field Crew, Mobilization, Client Interaction, Boundary Determination</b>

**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)***East Landsdowne Stormwater CIP (Winter Springs, FL)**

22. YEAR COMPLETED

PROFESSIONAL SERVICES

2023

CONSTRUCTION *(If applicable)*

N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Pegasus Engineering, LLC

b. POINT OF CONTACT NAME

David Hamstra, P.E., CFM, Stormwater  
Department Manager

c. POINT OF CONTACT TELEPHONE NUMBER

407.992.9160

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

Dewberry provided professional surveying services, specifically topographic survey, survey control, design, and utility surveys for sidewalk design.

- **SURVEY COST** \$12,831.67
- **COMPLETION** 2023
- **SIZE** 2520 LINEAR FEET
- **RELEVANCE TO PROJECT**  
Continuing Services Project  
Topographic Survey  
Survey Control  
Utility Survey

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	Field Crew, Mobilization, Client Interaction, Field Work Processing

**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)*

**Lake Wales Water Main Replacement (Lake Wales, FL)**

22. YEAR COMPLETED

PROFESSIONAL SERVICES  
2021

CONSTRUCTION *(If applicable)*  
N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

City of Lake Wales

b. POINT OF CONTACT NAME

Sarah Kikland, Utilities Support  
Manager

c. POINT OF CONTACT TELEPHONE NUMBER

863.678.4182

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

Dewberry provided the survey and design of two phases of a potable force main within existing residential areas for the City of Lake Wales. Our survey group performed control and R/W surveys, as well as topographic, utility (ASCE Quality Level B field designates), wetland surveys, and SUE for the utility design. Potential conflicts and tie in locations were identified and vertical verification holes were established in accordance with ASCE quality Level A SUE guidelines.

The composite survey database was created in Civil 3D format and included existing platted R/Ws and parcels lines and existing water facilities. Once the route selection was solidified, our mapping team prepared the easement descriptions to be used for acquisition. For the parcels that were not successfully purchased, our team prepared boundary surveys and expert witness support to the City legal team for condemnation proceedings. Prior to construction, site control was reestablished for the site contractor.

- **SURVEY COST** \$42,764.58
- **COMPLETION** 2021
- **SIZE** 23,000 Linear Feet
- **RELEVANCE TO PROJECT**  
Continuing Services Project  
Topographic Survey  
SUE  
Control and R/W Surveys

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	Topographic Survey, SUE, Control and R/W Surveys

**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

9

21. TITLE AND LOCATION (City and State)

**McIntosh Wetlands Preserve Ph II (City of Plant City, FL)**

22. YEAR COMPLETED

PROFESSIONAL SERVICES  
2022

CONSTRUCTION (If applicable)  
N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

City of Plant City

b. POINT OF CONTACT NAME

Julie Garretson, Director of Parks and Recreation

c. POINT OF CONTACT TELEPHONE NUMBER

813.659.4200

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

Dewberry provided professional surveying services for the City of Plant City, specifically wetland and topographic survey. We flagged wetland delineation of thirty-three wetlands. In addition, we provided topographic survey of the east canal, along the canal running north, south along the east side of the site, and a cross section near the southwest corner of the site.

- **SURVEY COST** \$21,400
- **COMPLETION** 2022
- **SIZE** 172-acres
- **RELEVANCE TO PROJECT**  
Continuing Services Project  
Topographic Survey



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Dewberry Engineers Inc.	(2) FIRM LOCATION (City and State) Orlando, FL	(3) ROLE Project Management
b.	(1) FIRM NAME Dewberry Engineers Inc.	(2) FIRM LOCATION (City and State) Sarasota, FL	(3) ROLE Field Crew

**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)*

**FPL, Redwood to Wewahitchka Route (Bay County, FL)**

22. YEAR COMPLETED

PROFESSIONAL SERVICES  
**2023**

CONSTRUCTION *(If applicable)*  
**N/A**

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

**Ampirical Solutions, LLC**

b. POINT OF CONTACT NAME

**Justin Jacob, PE (Contractor from AMPRICAL)**

c. POINT OF CONTACT TELEPHONE NUMBER

**985.809.5240**

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

Dewberry performed 54 Subsurface Utility Engineering Level A soft digs, each being located at proposed pole locations for the installation of power poles along the Redwood to Wewa Road 115K corridor located in Bay County, Florida. Our team excavated 8'x 8' "L" and "X" shaped trenches to a depth of 10' to locate, verify, and collect horizontal and vertical positions on any existing utilities that were located within proposed pole locations. We coordinated with Sunshine 811 to properly facilitate the excavation of these sites. Our team created test hole reports for each location that detailed found utilities and their depths. These reports included a sketch of the site showing improvements, pole location, and present utility data as well as photos of the site at all stages of the excavation and photos of all found utilities

- **SURVEY COST** \$99,150
- **COMPLETION** 2023
- **SIZE** N/A
- **RELEVANCE TO PROJECT**  
SUE Services

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Dewberry Engineers Inc.	Panama City	Primary Survey Crews and Survey Tech Support, Project Management
b.	Dewberry Engineers Inc.	Orlando	SUE Survey Crews, Survey Drafting, Project Management

**G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS**

26. NAMES OF KEY PERSONNEL <i>(From Section E, Block 12)</i>	27. ROLE IN THIS CONTRACT <i>(From Section E, Block 13)</i>	28. EXAMPLE PROJECTS LISTED IN SECTION F <i>(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)</i>										
		1	2	3	4	5	6	7	8	9	10	
Jonathan Gibson, PSM	Project Manager	X	X									X
William Hinkle, PSM	Project Manager Assistant	X		X	X	X	X		X	X	X	X
Garrett Mitchell	QA/QC		X		X			X				X
Mike Phillips	QA/QC	X		X		X			X			
Pete Tortorice	Senior Surveyor Technician										X	
David Edmonds	Senior Surveyor Technician										X	

**29. EXAMPLE PROJECTS KEY**

NO.	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NO.	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	<b>Lift Station 2 TECO</b> (Plant City, FL)	6	<b>Airport Substation TA2</b> (New Smyrna Beach, FL)
2	<b>Holopaw Solar Site</b> (Juno Beach, FL)	7	<b>East Landsdowne Stormwater CIP</b> (Winter Springs, FL)
3	<b>Green Place Parcel</b> (Orange County, FL)	8	<b>Lake Wales Water Main Replacement</b> (Lake Wales, FL)
4	<b>Mosquito Control Parcel 101</b> (Orange County, FL)	9	<b>McIntosh Wetlands Preserve Ph II</b> (City Plant City, FL)
5	<b>Turnbull Sewer Replacement TA1</b> (New Smyrna Beach, FL)	10	<b>FPL, Redwood to Wewahitchka Route</b> (Bay County, FL)



# TAB 5: Project Control/Approach

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# PROJECT APPROACH

Once we have been given a specific assignment, we will begin by assessing the most cost-efficient technology while meeting the scope objective of the project. We will perform project research, refine the project scope, define the team and responsible support, and create the staff hours and fees.

## Scheduling/Ability to Adhere to Schedules

Our in-house communication begins with weekly production meetings, schedules, and resource planning each Monday. At this time all existing projects are discussed to identify progress, schedule, budget, and challenges that may need to be addressed. All intermittent issues noted during a project are brought forth to the project manager immediately for resolution and recommendation to the client to not impede project schedules. Following the production meeting, kickoff meetings are held for new projects. Each project is assigned to a team that contains a project surveyor, survey technicians, field crews, and utility teams, if applicable.

These assignments are loaded into the project schedule and production minutes to identify the responsible party, deliverables, and due dates for each task. As **Project Manager, Jonathan Gibson, PSM**, will provide effective and continuous communication among all team members for each project assignment. Jonathan will remain actively engaged on all the City's assignments and will access the full complement of Dewberry's personnel, resources, and facilities to make each project cost effective while meeting the schedule objectives.

The Dewberry team has utilized many innovative concepts to assist our clients with their project needs. Dewberry employs SharePoint, Microsoft Teams, and other fully interactive cloud space tools to share project data with clients and other team members. We will work with the City to set up a shared and hosted server account for this contract. This technology allows the City's project manager access to project correspondence, research, and submittal items and the ability to deliver project-specific data into the portal for team use. This site will also allow the team to operate in a fluid environment without regard to email file sizes, mailing data, or meeting for minor project details.

## Commitment to Safety

One of Dewberry's corporate policies is to comply with safety guidelines. Our company has weekly safety meetings and recently updated its Surveyor Safety Handbook to meet

current requirements. Our survey crew members have been provided Certified CPR/First Aid Training, MOT Training, CSX and FEC Railroad Safety Training. Any required permits will be obtained prior to commencing fieldwork. Each survey crew consists of two, three, or four members, trained in the State of Florida's MOT and Safety Program. They are experienced with working within highway corridors. Dewberry's commitment to safety is not limited to survey and office procedures alone, our process allows us to maintain an excellent safety and accident record.

## Topographic Surveys

At Dewberry, we pride ourselves on the fast and accurate collection of topographic data. We have prepared topographic surveys on thousands of acres, and recently completed survey control, ground check-points, and remote sensing acquisition for a topographic survey of Everglades National Park totaling 2,600 square miles. Recently, the Dewberry Survey Team performed boundary survey for Mosquito Control Parcel 101 for Orange County. They identified property corners and reestablished the boundary of the site. This was completed on time and on on budget.

Dewberry is committed to maintaining technology to obtain topographic data efficiently and quickly. Our crews are equipped with GPS equipment and the latest in all-terrain vehicles to access the harshest of conditions.

Whether the task at hand is an existing wastewater treatment facility or a vacant piece of land slated for new development, our group is trained to identify grade breaks, drainage areas, as well as physical improvements and to identify these features accurately within the design file.

Many times, tree surveys are included within the topographic parameters, and we can perform tree surveys and identify size, type, and particular species when needed.

## Property/Boundary Surveys

Dewberry has a high level of competence in boundary surveys. From a single platted lot to a 23,000- acre sectional survey, Dewberry has performed several thousand boundary surveys in the past 45 years.

Our team has produced boundary surveys that require retracement of old platted subdivision blocks, sectional analysis, metes and bounds parcels, and many times a combination thereof. A great deal of research, deed and title review, field survey, and thorough understanding of

occupation and apparent physical use are all utilized in assessing the limits depicted in a boundary survey.

Dewberry currently maintains a relationship and continuing services contract with FDEP and has a clear knowledge of boundary surveys containing sovereign and submerged lands and water boundaries. All our work is performed in accordance with the applicable guidelines set forth by the Minimum Technical Standards pursuant to section 5J17-052. Recently, the Dewberry Survey Team has completed boundary survey for Holowpaw Solar Site located in Palm Beach County, FL for FPL. This was completed on time and on on budget.

## Construction Layout

Dewberry has an in-depth knowledge of the construction process and construction. A successful construction project is a result of good team coordination and responsive QC. All survey layout performed by the firm is reviewed the very next morning after the staking occurs.

Our focus is to implement a team that operates as an extension of the contractor to avoid costly delays and re-work. Our crews are prepared for their staking assignments prior to getting to the project site and can make field adjustments/calculations that may become necessary on-site.

Dewberry is experienced in all facets of construction layout services whether it be control for the contractor, structure staking, or roadway staking, and can provide rapid response should the situation arise.

## Global Positioning System (GPS) Data Collection

Dewberry has extensive experience with GPS surveys for data collection and the establishment of horizontal and vertical control points. We utilize the latest Trimble and Spectra GPS Technology and have the capability to run eleven simultaneous observations at one time. All data is processed through Trimble Business Center.

Static missions for the establishment of geodetic control points are accomplished through research of existing NGS quality control points, pre-mission planning for placement of new control points, determination of optimum satellite schedules, and field procedures consistent with Federal and State standards.

## R/W Surveys

Dewberry has vast experience in determining and verifying existing R/W. Nearly every project we have been involved with

has contained R/W granted by deed or easement to areas of property, including surface, overhead, or underground strips or areas of land. These lands have been granted for designated uses, such as highways, drainage canals and ditches, sewers, water retention areas, and electric, telephone, gas, and water utilities.

In the survey of lands not contained in recorded subdivisions, the most important tasks are the proper determination of the original government land sections and the establishment of existing R/W. The existing R/W are evidenced through various sources, such as the public record (i.e., deeds and recorded maps and plats) and existing governmental R/W and maintenance maps. Dewberry has extensive experience in R/W surveys throughout Florida for private clients, FDOT/ Florida's Turnpike Enterprise, and numerous municipalities.

We have a clear understanding of the differences in the submittal process and preparation of deliverables for each of these entities. R/W control survey maps, R/W maps, and maintenance maps are examples of various types of maps produced.

## Specific Purpose Surveys

Specific purpose surveys can be used for a variety of applications, such as wetland line determinations. These specific purpose surveys include both a graphical and tabular depiction of the wetland lines, as flagged by a biologist and approved by the appropriate agency. We have the flexibility to perform a partial boundary Survey and/or controlling land corner survey to supplement an appraisal map or to assist a managing agency. No matter how unique the specific task may be, our management team can determine the most effective methods to bring this type of project to a speedy and cost-effective conclusion.

## Specialty Services

### SUBSURFACE UTILITY ENGINEERING

Dewberry's staff has a complete and accurate methodology for the designation, coordination, soft excavation, and surveying of buried utilities. Our dedicated utility team includes a utility coordinator, a utility technician, two dedicated Designation and SUE teams. Our knowledgeable staff has experience in the coordination of the Sunshine One Call System, as well as the designation of utilities in accordance with Quality Level A and B Requirements, set forth by the "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

Our SUE units are equipped with Utilivacs and Vermeer Soft Excavation Systems, as well as Noggin and GSSI GPRs. In addition, we employ a multitude of radio detection equipment that allow a non-invasive approach to the accurate location of a buried utility.

### LEGAL DESCRIPTIONS AND SURVEY SKETCHES

Dewberry is well-versed in preparing all types of legal descriptions for easements, access, utilities, or even sovereign lands. When preparing legal descriptions, all monument and controlling calls are inserted within the legal description for clarity. A sketch, metes and bounds legal description, and key map are always provided with each legal description. Our team has prepared thousands of sketches and legal descriptions for R/W acquisition, eminent domain proceedings, and easements for utilities, access, or conservation.

### SECTIONAL/GOVERNMENT LAND SURVEYS

Dewberry has performed sectionalized land surveys throughout the state and maintains expertise of Sectional and Township retracement and the resurvey of Government Lots and Government Meander Surveys abutting submerged or impassible lands. Dewberry is aware of the difficulties associated with double-section corner monumentation, staggered section lines along many of the local townships, and land grant anomalies within the region. We do the necessary research and field survey to identify and resolve any discrepancies and can provide the resources and expert witness testimony to assist the City with any sectional or land grant resolution needed. When necessary, Dewberry has the ability to restore, and document lost or obliterated corners.

### GEODECTIC CONTROL SURVEYS

Dewberry has extensive experience establishing both horizontal and vertical control networks utilizing Static GPS technology, statewide FPRN and VRS networks, and conventional survey techniques.

Our management team understands that any control survey is the basis of future surveys and/ or acquisitions, therefore, quality along with proper planning organization, and research is the key to success not only for this project but also for many subsequent projects in the future. All work will follow FDEP protocols for network control and submittals

### MEAN HIGH WATER SURVEYS

Planning is the key to success. It is necessary to plan and work around the tides, giving personnel the ability to safely access the site and complete their task before the tide goes out.

We have the experience and knowledge to use all three methods of tide study-- Height Difference, Range Ratio, and Amplitude Ratio and recently completed a Tide Study to establish Mean High water in Fanning Bayou for FDEP using the Range Method. The resulting elevations will be documented, depicted on aerial photography through field and photo interpretation methods and/or field staked, depending on the scope of work.

### ORDINARY HIGH WATER SURVEYS

Our staff is fully capable of determining ordinary high water lines through various methods. This process begins with historical research and meeting with the Water Management District and local City officials.

We will collect data in the field, including, but not limited to, vegetation limits, high water marks on trees and shoreline features, and evidence from soil types to be determined by our Environmental Sciences Section. Coordination with the different government agencies and professional disciplines is key to success with this type of project.

### AS-BUILT SURVEYS

As each construction project nears completion, an as-built survey becomes an integral part of the process. Our team is experienced at accurately collecting as-built data with both conventional and RTK Technology. All data is collected from primary horizontal and vertical control to eliminate any error to disturbed temporary positions. Once the data is collected, it is processed and incorporated into the deliverables. Dewberry supports several different softwares and can incorporate the survey data into the construction plans or produce stand-alone survey documents for the City's use. Dewberry knows the importance of project as-builts for future use and thus employs an independent field review to verify all pipe sizes, material, and inverts, and to put a fresh set of eyes on the collected data. This has proven invaluable in the quality of the product we produce. Whether an existing facility, park, or roadway, our team is ready to perform the City's next as-built survey.

### REMOTE SENSING

Dewberry's remote sensing, GIS, and mapping team specializes in remote sensing services (aerial imagery, LiDAR, thermal imagery), stereo photointerpretation, field work aimed at ground-truthing, photogrammetry, digital elevation model/ digital terrain model generation, digital orthophoto creation, surveying, quality assurance/quality control (QA/QC) and

accuracy assessment, and GIS data development. Our team provides these services to local, state, and federal clients.

We currently have existing geospatial service contracts with the Southwest Florida Water Management District (SWFWMD), South Florida Water Management District (SFWMDC), St. Johns River Water Management District, (Northwest Florida Water Management District (NFWWMD), U.S. Geological Survey (USGS), National Oceanic and Atmosphere Administration (NOAA), U.S. Fish and Wildlife Service, U.S. Army Corp of Engineers, and the Federal Emergency Management Agency.

### GIS MAPPING

Dewberry employs over 100 personnel on our GIS production team. These resources are used for state, federal, military, and municipal mapping throughout the world. Our team has vital experience in parcel mapping, habitat identification, wildlife corridor mapping, and other environmental applications that can benefit the City. As an example, this format is useful for appraisal mapping applications by providing corridor study data within proposed trail routes. Large areas of land have been mapped and categorized, which allows the end user to access all related parcel and potential encumbrance information. GIS provides tremendous cost savings for most project applications.

### Quality Assurance/Quality Control

Dewberry has made a significant commitment to QA/QC through the establishment of a multi-phase approach containing a project-specific plan for each project. It is our belief that quality assurance is a function of each staff member's daily work effort. Our goal is to establish and implement a project-specific QA/QC plan for each assignment to deliver high-quality products to the City of North Port. This focus, along with our independent peer review process, will result in achieving the quality goals for the project.

Dewberry's QA/QC Plan for this contract has been developed using three phases of activities, beginning with the daily fieldwork and continuing through the office processing, computations, and then mapping. It has been our experience that these levels develop a QA/QC process that is continuous throughout the life of the project. This process is iterative and contains the following key elements:

#### PHASE 1 – FIELD SURVEY QUALITY CONTROL

The accuracy and completeness of the field surveys is of prime importance in the success of this project. Our project



**DEWBERRY IS FULLY AVAILABLE AND IS COMMITTED TO DELIVERING EACH TASK ON TIME AND ON BUDGET**

surveyors and office technicians will begin working with the assigned field crews at the onset of data collection activities. All field data and field notes will be reviewed for completeness prior to being imported into the project database. Any items noted for clarification will be reviewed and reprocessed daily. It is standard procedure for the Project Surveyor to spend time in the field working with the field crews in order to address any issues that may arise.

#### PHASE 2 – MAP REVIEWS

As the mapping progresses, our Project Surveyor will perform incremental reviews. This review will include format, clarity, and level of detail to depict an accurate depiction of field evidence topography, or other scope requirements. This will confirm the mapping products being developed meet City of North Port's criteria and CADD standards.

During this phase of review all applicable legal documents encumbrances, research items, and outsourced topographic data will be reviewed and compared to the current data set. This process includes a series of checking and back-checking to confirm all corrections noted are changed. A final map set will be plotted, and a complete QA review will be performed prior to submittal. We will submit the required number of map sets along with the applicable Standards of Practice checklists. We will deliver a transmittal log with each submittal that lists each product being delivered.

#### PHASE 3 – QA/QC MANAGER

The final step to our QA/QC Plan for this project will be a complete quality control review using an independent quality control team. The review will include a review of the project scope, QA/QC Plan, the City of North Port's Survey Requirements Checklist, and deliverables associated with the project. The independent QC reviewer will meet jointly with our **Project Manager, Jonathan Gibson, PSM**, to discuss any inconsistencies noted during the review. Jonathan will work with staff on the final submittal preparation and perform a final QA.

# TAB 6: References

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# REFERENCES

## Lift Station 2 TECO Utility Easement

PLANT CITY, FL

Dewberry provided professional surveying services for the City of Plant City, specifically a sketch and legal description for TECO utility easement for a new transformer at the City of Plant City Lift Station 2 site.



- **CLIENT NAME AND ADDRESS**  
City of Plant City, 1802 Spooner Drive, Plant City, Florida 33563
- **CONTACT NAME AND CONTACT**  
Hye (Jay) Kwag, PE, PMP, 813.365.4929 (p), N/A (f), hkwag@plantcitygov.com
- **YEAR THE PROJECT WAS COMPLETED** 2023
- **ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST**  
N/A
- **FINAL CONSTRUCTION OF THE PROJECT**  
N/A

## Green Place Parcels

### ORANGE COUNTY, FL

Dewberry provided professional surveying services, specifically boundary surveys of parcels to be acquired by Orange County for use in their Green PLACE Program. The Green PLACE Program oversees parkland acquisition for the conservation and environmental protection of natural and water resources in Orange County and provides nature-based recreational opportunities.



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- **CLIENT NAME AND ADDRESS**  
Orange County, 4200 South John Young Parkway, Orlando, Florida 32839
  - **CONTACT NAME AND CONTACT**  
Dan Whittaker, PSM, County Surveyor and Mapper, 407.836.7807 (p), N/A (f) daniel.whittaker@ocfl.net
  - **YEAR THE PROJECT WAS COMPLETED** 2023
  - **ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST**  
N/A
  - **FINAL CONSTRUCTION OF THE PROJECT**  
N/A

## Mosquito Control Parcel 101

### ORANGE COUNTY, FL

Dewberry provided a boundary and topographic survey for the Mosquito Control office for Orange County. Our survey group was tasked with performing a boundary survey for the site. We identified property corners and reestablished the boundary of the site. We established control and located improvements and topography of the entire site and outbuildings, for use in the topographic survey that followed. Improvements adjacent to the site were included as part of the topographic survey to produce adequate data to provide for future engineering of the site. Our team compiled a survey database in Civil 3D, platted existing R/Ws and the surrounding parcels along with developing a surface model to display contour data across the site. Utility information for the site was retrieved and a drainage network was established within the base file. Additionally, we provided an exhibit of the site for the Orange County Property Appraiser that was needed to update maps online after the parcel acquisition.



- **CLIENT NAME AND ADDRESS**  
Orange County, 4200  
South John Young  
Parkway, Orlando, Florida  
32839
- **CONTACT NAME AND CONTACT**  
William R. Muscatello  
Jr., PSM, RLS, Senior  
Surveyor, 407.836.7760  
(p), N/A (f) william.  
muscatello@ocfl.net
- **YEAR THE PROJECT WAS COMPLETED** 2021
- **ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST**  
N/A
- **FINAL CONSTRUCTION OF THE PROJECT**  
N/A

## Turnbull Sewer Replacement TA1

### NEW SMYRNA BEACH, FL

Dewberry provided professional surveying services, specifically a topographic and R/W survey on an area comprising 37,000 linear feet, or 7.01 miles .



- 
- **CLIENT NAME AND ADDRESS**  
Utilities Commission, City of New Smyrna Beach, 200 Canal Street, New Smyrna Beach, Florida 32168
  - **CONTACT NAME AND CONTACT**  
Dana Hale, P.E., Civil Engineering Manager, 386.424.3037 (p), N/A (f), dhale@ucnsb.org
  - **YEAR THE PROJECT WAS COMPLETED** 2022
  - **ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST**  
N/A
  - **FINAL CONSTRUCTION OF THE PROJECT**  
N/A

## Airport Substation TA2

CITY OF NEW SMYRNA BEACH, FL

Dewberry provided professional surveying services, specifically a boundary survey of the New Smyrna Beach Utilities Commission parcel used for the Airport Substation.



- 
- **CLIENT NAME AND ADDRESS**  
Utilities Commission, City of New Smyrna Beach, 200 Canal Street, New Smyrna Beach, Florida 32168
  - **CONTACT NAME AND CONTACT**  
Jameson Parker, Electrical Engineering Manager, N/A (f), 386.424.3040 (p), jparker@ucnsb.org
  - **YEAR THE PROJECT WAS COMPLETED** 2023
  - **ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST**  
N/A
  - **FINAL CONSTRUCTION OF THE PROJECT**  
N/A

## City Required Reference Form

Contract #2023-38

### 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: City of Plant City - Utilities Department  
Name of Contact Person/Title: Hye (Jay) Kwag, PE, PMP, CIP Eng. Manager  
Telephone# 813.365.4929 Fax N/A E-mail hkwag@plantcitygov.com  
Address 1802 Spooner Drive, Plant City, Florida 33563  
Duration of Contract or business relationship (include project completion date) 04/27/23-05/31/23  
Type of Services Provided Prepare Sketch and Legal Total Cost \$2,317.00
2. Business/Customer Name: Utilities Commission, City NSB (J2) WPH  
Name of Contact Person/Title: Jameson Parker, Electrical Engineering Manager  
Telephone# 386.424.3040 Fax N/A E-mail jparker@ucnsb.org  
Address P.O. Box 100, 200 Canal Street, New Smyrna Beach, Florida 32710-0100  
Duration of Contract or business relationship (include project completion date) 07/01/22-03/29/23  
Type of Services Provided Boundary Survey Total Cost \$10,755.00
3. Business/Customer Name: Orange County - Engineering Division  
Name of Contact Person/Title: Dan Whittaker, PSM, County Surveyor and Mapper  
Telephone# 407.836.7807 Fax N/A E-mail daniel.whittaker@ocfl.net  
Address 4200 South John Young Parkway, Orlando, Florida 32839  
Duration of Contract or business relationship (include project completion date) 02/22/23-05/25/23  
Type of Services Provided Boundary Surveys Total Cost \$17,206.06

COMPANY NAME: Dewberry Engineers Inc.

SIGNATURE: 

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL



Contract #2023-38

4. Business/Customer Name: Orange County - Public Works Survey Section (J38) GLM

Name of Contact Person/Title: William Muscatello, PSM, County Surveyor

Telephone# 407.836.7886 Fax N/A E-mail william.muscatello@ocfl.net

Address 4200 South John Young Parkway, Orlando, Florida 32839

Duration of Contract or business relationship (include project completion date) 07/20/20-01/27/21

Type of Services Provided Boundary and Topographic Survey Total Cost \$15,442.07

5. Business/Customer Name: City of New Smyrna Beach (18) GLM

Name of Contact Person/Title: Robert Salazar, CPRP, MPA, Director of Leisure Services

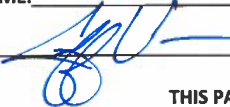
Telephone# 386.410.2890 Fax N/A E-mail rsalazar@cityofnsb.com

Address 201 N. Myrtle Avenue, New Smyrna Beach, Florida 32168

Duration of Contract or business relationship (include project completion date) 04/03/22-06/14/22

Type of Services Provided Topographic, Tree and SUE Survey Total Cost \$11,990.00

COMPANY NAME: Dewberry Engineers Inc.

SIGNATURE: 



THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

# TAB 7: Litigation and Insurance

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# LITIGATION AND INSURANCE

## Insurance

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 06/26/2023			
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.							
<b>IMPORTANT:</b> 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).							
<b>PRODUCER</b> MARSH USA, LLC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386			<b>CONTACT NAME:</b> Justin Mineo <b>PHONE (A/C, No. Ext):</b> (804) 344-8614 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> justin.mineo@marsh.com				
CN102736896-7/1-1.1a-23-24			<b>INSURER(S) AFFORDING COVERAGE</b>				
<b>INSURED</b>			<b>NAIC #</b>				
DEWBERRY ENGINEERS INC. 8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031			INSURER A : The Charter Oak Fire Insurance Company 25615				
			INSURER B : The Travelers Indemnity Company Of America 25658				
			INSURER C : Travelers Property Casualty Co. Of America 25674				
			INSURER D : Beazley Insurance Company, Inc. 37540				
			INSURER E : N/A N/A				
			INSURER F :				
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b> CLE-005441385-28		<b>REVISION NUMBER:</b> 15			
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 <input checked="" type="checkbox"/> CONTRACTUAL INS. COV. (INSURED CONTRACTS) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			P-630-7792B312-COF-23	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <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			810-1N788974-23-43-G	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP / COLL DED: \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			CUP-4J583077-23-43	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	UB-6P972264-23-43-G	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>PROFESSIONAL LIABILITY</b> RETRO. DATE: FULL PRIOR ACTS			V11B5E231401	07/01/2023	07/01/2024	PER CLAIM/AGGREGATE 5,000,000 SIR 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) EVIDENCE OF INSURANCE							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>			
DEWBERRY ENGINEERS INC. 8401 ARLINGTON BLVD. FAIRFAX, VA 22031				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 of Marsh USA LLC 			
© 1988-2016 ACORD CORPORATION. All rights reserved.							
ACORD 25 (2016/03)		The ACORD name and logo are registered marks of ACORD					

## **Litigation**

As a large and highly diversified firm, Dewberry Engineers Inc., is periodically named as a party to a lawsuit or participates in dispute resolutions in the normal course of doing business for a company of our size. Dewberry is engaged in a limited number of claims and disputes of the types and in amounts consistent with the size of the company and the services provided in the normal course of business. Dewberry always maintains a comprehensive insurance program which includes professional liability, workers' compensation, comprehensive general liability, automobile and umbrella policies, with limits sufficient to cover the defense and payment of all outstanding claims against Dewberry. There are currently no claims, conflicts, judgments or disputes that would interfere with our ability to perform the services for this project.

# TAB 8: Additional Information

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## H. ADDITIONAL INFORMATION

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

### Why Dewberry?



#### Knowledge and Experience within the City

As a current contract holder of several continuing surveying and mapping contracts in Central Florida, we have provided a wide range of services for a variety of projects. Our knowledge and over 50 years of direct experience within the area **eliminates our team's learning curve and allows our team to provide consistent, quality services to the City of North Port.**



#### Continuing Services Contract Expertise

Dewberry currently holds 100+ continuing services contracts for municipal clients and government agencies across Florida, demonstrating our extensive contract management experience. **We provide surveying and mapping services for every contract** and work alongside our engineers, planners, and environmental scientists to assist with all aspects of each assignment. Our wide range of in-house surveying capabilities, and experience managing similar contracts, will provide effective coordination and control of resources, keeping the City of North Port's projects on schedule and within budget.



#### Experienced Project Manager

Our Project Manager, **Jonathan Gibson, PSM**, has nearly 17 years of surveying and mapping experience. He has extensive experience in all aspects of land surveying in support of engineering design, including linear \ transportation projects, utility upgrades, commercial and residential development projects, as well as specific purpose and construction layout services. He has experience in providing certified ALTA/NSPS surveys, which involve review of title work and land use and zoning documents.



#### Local Survey Team

Managing this contract from our Sarasota office, we will operate as a true extension of the City of North Port's staff. Our trusted and experienced project manager is supported by an extensive survey team, including 19 survey crews and 85+ survey personnel. **Our team is fully committed to this contract.**



#### Dedication

As a local firm, we've demonstrated our dedication to our clients and community. We understand the impact projects have on the residents and environment, and **our team is personally and professionally invested in the success of the City of North Port's projects.**

### I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNAT

32. DATE

8/2/.23

33. NAME AND TITLE

Jonathan Gibson, PSM, Project Manager

# TAB 9: City Required Forms

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# CITY REQUIRED FORMS

## Attachment 1: Proposal Submitted Signature Form

Contract #2023-38

### 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 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. 2 Dated 7/21 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Company Name Dewberry Engineers Inc.

703.849.0100 dmaxwell@Dewberry.com N/A  
Telephone # E-Mail Fax #

8401 Arlington Boulevard  
Main Office Address

Fairfax VA 22031  
City State Zip Code

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

2201 Cantu Court, Suite 107  
Office Address

Sarasota FL 34232  
City State Zip Code

850.571.1204 850.571.1204 N/A  
Telephone # E-mail Fax #

Cliff Wilson, PE, Senior Vice President  
Name & Title of Firm Representative

 August 2, 2023  
Signature Date

Do you accept Visa?  YES  NO

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## Attachment 1.1: General Insurance

Contract #2023-38

### 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

## Attachment 1.2: Professional Liability Insurance

Contract #2023-38

### **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**

## Attachment 2: Statement of Organization

Contract #2023-38

**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: Dewberry Engineers Inc.

DBA (if any): N/A

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

Business Address: 2201 Cantu Court, Suite 107, Sarasota, FL 34232

Phone: 850.571.1204 Fax: N/A

E-Mail CWilson@Dewberry.com;

Print Name and Title of person authorized to bind: Cliff Wilson, PE, Senior Vice President

Federal Identification Number: 13-0746510

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: \_\_\_\_\_  
Name as spelled in that State: \_\_\_\_\_

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.: F00000007242

Does it use a registered fictitious name:  Yes or  No

**THIS PAGE MUST BE SUBMITTED WITH PROPOSAL**

Names of Officers:  
President: Darren R. Connor Secretary: Craig N. Thomas

Contract #2023-38

Vice President: Dave Maxwell Treasurer: Cynthia Chen  
Director: N/A Director: N/A  
Other: N/A Other: N/A

Name of Corporation (As used in Florida):  
Dewberry Engineers Inc.  
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: N/A  
City, State Zip: Fairfax, VA 22031-4619  
Street Address: 8401 Arlington Boulevard  
City, State, Zip: N/A

STATE OF Florida  
COUNTY OF Orange

Sworn to and subscribed before me this 2nd day of August, 2023, by Cliff Wilson, PE who  is personally known to me or  has produced his/her driver's license as identification.



Bonnie Allison  
Notary Public - State of Florida  
Print Name: Bonnie Allison  
Commission No: 249874

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## Attachment 3: FEMA Clauses

Contract #2023-38

### 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

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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.



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(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.

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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

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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.



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(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.

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(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

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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

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**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.

**Contract #2023-38**

**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

Contract #2023-38

### 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: City of Plant City - Utilities Department  
Name of Contact Person/Title: Hye (Jay) Kwag, PE, PMP, CIP Eng. Manager  
Telephone# 813.365.4929 Fax N/A E-mail hkwag@plantcitygov.com  
Address 1802 Spooner Drive, Plant City, Florida 33563  
Duration of Contract or business relationship (include project completion date) 04/27/23-05/31/23  
Type of Services Provided Prepare Sketch and Legal Total Cost \$2,317.00
2. Business/Customer Name: Utilities Commission, City NSB (J2) WPH  
Name of Contact Person/Title: Jameson Parker, Electrical Engineering Manager  
Telephone# 386.424.3040 Fax N/A E-mail jparker@ucnsb.org  
Address P.O. Box 100, 200 Canal Street, New Smyrna Beach, Florida 32710-0100  
Duration of Contract or business relationship (include project completion date) 07/01/22-03/29/23  
Type of Services Provided Boundary Survey Total Cost \$10,755.00
3. Business/Customer Name: Orange County - Engineering Division  
Name of Contact Person/Title: Dan Whittaker, PSM, County Surveyor and Mapper  
Telephone# 407.836.7807 Fax N/A E-mail daniel.whittaker@ocfl.net  
Address 4200 South John Young Parkway, Orlando, Florida 32839  
Duration of Contract or business relationship (include project completion date) 02/22/23-05/25/23  
Type of Services Provided Boundary Surveys Total Cost \$17,206.06

COMPANY NAME: Dewberry Engineers Inc.

SIGNATURE:  \_\_\_\_\_

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

Contract #2023-38

4. Business/Customer Name: Orange County - Public Works Survey Section (J38) GLM  
Name of Contact Person/Title: William Muscatello, PSM, County Surveyor  
Telephone# 407.836.7886 Fax N/A E-mail william.muscatello@ocfl.net  
Address 4200 South John Young Parkway, Orlando, Florida 32839  
Duration of Contract or business relationship (include project completion date) 07/20/20-01/27/21  
Type of Services Provided Boundary and Topographic Survey Total Cost \$15,442.07

5. Business/Customer Name: City of New Smyrna Beach (18) GLM  
Name of Contact Person/Title: Robert Salazar, CPRP, MPA, Director of leisure Services  
Telephone# 386.410.2890 Fax N/A E-mail rsalazar@cityofnsb.com  
Address 201 N. Myrtle Avenue, New Smyrna Beach, Florida 32168  
Duration of Contract or business relationship (include project completion date) 04/03/22-06/14/22  
Type of Services Provided Topographic, Tree and SUE Survey Total Cost \$11,990.00

COMPANY NAME: Dewberry Engineers Inc.

SIGNATURE:  \_\_\_\_\_

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL



# ATTACHMENT 5: Lobbying Certification

Contract #2023-38

## ATTACHMENT 5 LOBBYING CERTIFICATION

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

STATE OF Florida

COUNTY OF Orange

This 2nd day of August of 2023

Kevin Knudsen, PE, being first duly sworn, deposes and says that he or she is the authorized representative of Dewberry Engineers 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 2nd day of August, 2023.

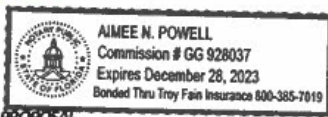
By: [Signature]  
Kevin Knudsen, PE  
(Printed Name)  
Vice President  
(Title)

STATE OF Florida  
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 2nd day of August 2023, by Kevin Knudsen.

Aimee N. Powell  
Notary Public - State of Florida

Personally Known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_



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# ATTACHMENT 6: Non Collusive Affidavit

Contract #2023-38

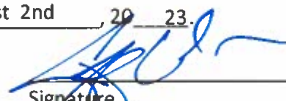
### ATTACHMENT 6 NON-COLLUSIVE AFFIDAVIT

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

Cliff Wilson, PE who, being first duly sworn, deposes and says that:

1. Affiant is the Vice President of Dewberry Engineers 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 2nd, 2023



Signature  
Cliff Wilson, PE

Printed Name  
Senior Vice President

Title

### SWORN ACKNOWLEDGMENT

STATE OF Florida  
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 2nd day of August 2022, by Cliff Wilson.



Notary Public

Personally Known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_

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## ATTACHMENT 7: Conflict of Interest

Contract #2023-38

**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 8: Public Entity Crime

Contract #2023-38

## 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, Cliff Wilson, 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 #: 850.571.1204 Fax #: N/A  
Federal ID #: 13-0746510 Email: cwilson@dewberry.com

  
\_\_\_\_\_  
Signature of Contractor's Authorized Representative

Cliff Wilson, PE, Senior Vice President  
Name and Title of Contractor's Authorized Representative

August 2, 2023  
Date

### SWORN ACKNOWLEDGMENT

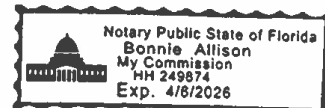
STATE OF FLORIDA  
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 2nd day of August 2023, by Cliff Wilson.

  
\_\_\_\_\_  
Notary Public – State of Florida

Personally Known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_

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## ATTACHMENT 9: Drug Free Workplace

Contract #2023-38

### ATTACHMENT 9 DRUG FREE WORKPLACE FORM


The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Contractor,  
Dewberry Engineers 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  
Cliff Wilson, PE  
\_\_\_\_\_  
Printed Name  
Senior Vice President  
\_\_\_\_\_  
Title  
August 2, 2023  
\_\_\_\_\_  
Date

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## ATTACHMENT 10: Disclosure Form (Consultant/Engineer/Architect)

Contract #2023-38

### 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: Dewberry Engineers Inc. \_\_\_\_\_

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): Cliff Wilson, PE \_\_\_\_\_

SIGNATURE:  \_\_\_\_\_ DATE: August 2, 2023

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

## ATTACHMENT 11: Scrutinized Business Certification

Contract #2023-38

### ATTACHMENT 11 SCRUTINIZED COMPANY CERTIFICATION FORM

Contractor Name: Dewberry Engineers Inc.  
Authorized Representative Name and Title: Cliff Wilson, PE  
Address: 2201 Cantu Court, Suite 107 City: Sarasota State: FL ZIP: 34232  
Phone Number: 850.571.1204 Email Address: cwilson@dewberry.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  
Cliff Wilson, PE  
\_\_\_\_\_  
Name  
Senior Vice President  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
August 2, 2023  
\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**

## ATTACHMENT 12: E-verify

Contract #2023-38

**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: Dewberry Engineers Inc. (Vendor's Company Name)

Certified By:  \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Cliff Wilson, Senior Vice President

Date Certified: August 2, 2023

***THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL***



## ATTACHMENT 13: Certification Regarding Lobbying – Federal

Contract #2023-38

### 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

Cliff Wilson, PE

Name

Senior Vice President

Title

August 2, 2023

Date

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## ATTACHMENT 15: Certification Regarding Debarment, Suspension, and other Responsibility Matter

Contract #2023-38

**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 s29.110(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.

Dewberry Engineers Inc.  
Company Name (Contractor)

608302738  
Tax ID Number

Cliff Wilson, PE, Senior Vice President  
Authorized Representative Name

  
Authorized Representative Signature

13-0746510

4DJX0

Federal Issued Tax  
Identification Number

CAGE Code issued through www.sam.gov

(If Social Security number DO NOT enter)

DATE: August 2, 2023

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**

## ATTACHMENT 16: Contract Changes

Contract #2023-38

### 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.

*THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL*

## ATTACHMENT 17: Sanctions

Contract #2023-38

### 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 Clauses

Contract #2023-38

**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.

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END OF PART IV



[www.dewberry.com](http://www.dewberry.com)