

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: Noah Milov
(CHECK ONE) Heather Bryan

✓

FROM: Conner Updike, P.E. 863-535-3232

(Name and Phone Number)

DATE: 11/14/25

RETURN TO: Conner Updike

DIVISION: Roads & Drainage (TR02)

BOARD AGENDA DATE: December 18, 2025

COUNTY MANAGER ITEM: ☐

PROJECT: Lake Seward Outfall Drainage Improvement Project

CSA/CONTRACT NUMBER: 22-85-07

MODIFICATION NUMBER: _____

CHANGE ORDER NUMBER: _____

TYPE OF AGREEMENT: CSA Agreement

NAME OF CONSULTANT/CONTRACTOR: Dewberry Engineers, Inc.

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL: Review CSA and Execute Forms

Please review attachments for the Board Agenda date indicated and return APPROVED documents at your earliest convenience. THANK YOU.

County Attorney

For CAO Use Only:

Assigned Staff:

Noah

Log-In Date:

NOV 21 2025

CAO Project Number:

2025-756

Log-Out Date:

11/24/2025

CONSULTANT APPROVAL FORM

CPO: If Consultant fee is under \$50,000 & construction is under \$250,000

CSA: If Construction is under \$7,500,000;

OR for study activity if consultant fee is under \$500,000- (FS 287.055 CCNA)

CPO/CSA #: 22-85-07 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 11/05/2025 Division: Polk County - Roads & Drainage Division

Project Manager's Name: Conner Updike, P.E. Phone #: 535-2323

Project Name: Lake Seward Outfall Drainage Improvement Project

Total Project Budget: \$ 1,000,000.00 Project # 5400272

Estimate of Construction Cost: \$ 800,000

Proposed Consultant: Dewberry Engineers, Inc Fee: \$ 162,071.51

Master Consultant Agreement # 22-85

Attach Scope of Services Proposed by the Consultant (Exhibit "A")

Approved By: [Signature] Date 11/6/25
Division Director/Designee

Procurement Division

Date Received: 11/18/25 Date Reviewed by Analyst: 11/19/25

Approved by: [Signature]
(Procurement Director/Designee)

County Attorney's Office (Required for all CSA's)

Date Received: 11/21/2026 Date Reviewed: 11/24/2025

Approved by: [Signature]
(County Attorney Office Signature)

County Manager's Office (Required if consultant fee is greater than \$100,000)

Date Received: _____ Date Reviewed: _____

Approved by: _____
(County Manager Office Signature)

Additional Attachments: number of days to complete project, not to exceed/lump sum amount, justification for consultant selected, fee schedule, and Professional Liability COI (COI applicable to CSA only, description field must be project specific (contract requirement)).



Consultant Services Authorization

Firm	Dewberry Engineers, Inc.
Master Agreement No.	2022-085
CSA No.	2022-085-07
Project Name	Lake Seward Outfall Drainage Improvement Project
Project Description	Dewberry will be tasked with providing design, engineering, permitting, and post design services for the Lake Seward emergency stormwater outfall. The pipeline will provide an outlet for future flooding events within the Lake Seward Basin.
Projects Exhibits and Attachments	Exhibit "A"- Scope of Services Exhibit "B"-Fee Schedule (Master Agreement) Exhibit "C"-Reimbursable Cost Schedule Exhibit "D"-Insurance Documents
Duration (in days)	Through Completion of Construction
Compensation	Total Cost Not to Exceed: \$ 162,071.51
Special Contract Conditions	NONE
Insurance Requirements	Professional Liability
Liquidated Damages	\$ 0 Per Day
Budget Source/Availability	30801.540317001.5666000.5400272

IN WITNESS WHEREOF, the parties hereto have executed this CSA on this ___ day of _____, 20__.

Attest:
STACY M. BUTTERFIELD

POLK COUNTY, a Political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
Chairperson
Board of County Commissioners

Date Approved by Board: _____

Review as to form and legal sufficiency
Nathan Wilson 11/24/2025
County Attorney's Office Date

Attest:

Colleen M. Collins
Corporate Secretary

Dewberry Engineers, Inc.
CONSULTANT COMPANY NAME
Scott Ethier
Authorized Corporate Officer
Scott Ethier, Associate
[Printed Name and Title]

SEAL

Date: 11/6/25

Date: 11/6/2025

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
CSA 22-085
POLK COUNTY ROADS AND DRAINAGE
Engineering Services for Lake Seward Outfall Drainage Improvement Project

Dewberry Engineers, Inc., (CONSULTANT) is entering into a Professional Services Agreement (AGREEMENT) with Polk County, Florida (COUNTY) based on the Master Consulting Agreement 2022-085 Signed October 2022. Pursuant to this AGREEMENT, the COUNTY has requested that the CONSULTANT provide certain professional services in support of this project to improve the outfall system to facilitate the emergency discharge from Lake Seward, generally northward along Tillery Road to Clubhouse Road, where it eventually drains to Banana Lake as further detailed in this AGREEMENT.

A. PROJECT BACKGROUND AND DESCRIPTION

This Agreement covers the Lake Seward Outfall Drainage Improvement project as discussed with Conner Updike, P.E. on several occasions over the last few weeks. For this project, the “Lake Seward Outfall” refers to a permanent pressure pipe to be installed generally along Tillery Road from approximately Jenna Mae Way on the south approximately 3000 lf along Tillery to an existing curb inlet just south of Clubhouse Road in southeast Lakeland, Polk County. The inlet drains through existing storm sewer and ditch segments to the south right of way of Clubhouse Road, and then westward approximately 1300 lf to an existing Clubhouse Road cross drain. The cross drain conveys the stormwater northward to a ditch system leading through several small wetland areas, ditches, and a canal ultimately to the southwest corner of Banana Lake. Polk County has pumped water from Lake Seward along this general route in the past under emergency conditions to alleviate flooding in Lake Seward. Under those previous instances, the County has installed temporary piping above ground to convey the water. This project is intended to construct the pipeline underground and thus have an existing outfall conveyance system “ready to go” as soon as needed under future flooding events. It is anticipated that the project area will terminate at the curb inlet south of Clubhouse Road, and that no work will occur within the Clubhouse right of way. In general, no road improvements are proposed under this project, other than incidental repairs that may be required to facilitate the pipe installation.

In general, Lake Seward is a closed drainage basin that has a long history of periodic flooding causing recurring property damage. The proposed pipe installation will facilitate a solution the County has previously used to bring a pump out to the site (approximately the eastern end of Jenna Mae Way) and pump the floodwaters northward (over a drainage divide) to the previously mentioned inlet. The pump has alleviated the flooding in Lake Seward area while not flooding other properties between the terminus of the pumped system and Banana Lake. Previously, the County has utilized a 12” HDPE pressure pipeline simply laid alongside Tillery Road to convey the water from the pump to the inlet near Clubhouse. This project simply proposes to make that pipe permanent and underground.

Per Conner Updike, the pump used in the past and expected to be utilized in the future, pumps at approximately 3000 - 4000 GPM (6.7-8.9 CFS) and the intended pipe size to be installed is a 12-inch diameter pressure pipe. Ideally, the design will utilize directional drilling to minimize impacts on the surrounding properties. The COUNTY requests CONSULTANT to design , produce construction plans, and to prepare and submit the appropriate permit applications to permit the project. COUNTY will provide all of the topographic survey required to produce the engineering plans and permit documents but has requested Dewberry include all Subsurface Utility Engineering (SUE) survey in our proposal.

B. SCOPE OF SERVICES

The purpose of this Agreement is for the CONSULTANT to assist the COUNTY with producing the appropriate permitted construction plans. The Scope of Services proposed to accomplish the COUNTY's requested work is as follows:

Task 1 Project Management

This task consists of overall management of the project including contract administration, budget management, invoicing, and coordination.

Task 2 Environmental and Stormwater Design and Permitting

This task covers design and permitting of the work and includes procuring SUE data along the entire proposed project route. The analysis will include hydrologic/hydraulic modeling to illustrate the impacts on Lake Seward as well as to verify no downstream adverse impacts. The analysis will also include the design of the pressure pipeline itself. It is anticipated that the only permitting required for the work will be the Environmental Resource Permit (ERP) permits through the Southwest Florida Water Management District (SWFWMD). At this time, it is expected to be highly unlikely that any Section 404 or other wetlands work will be necessary – as there are no wetlands within the project area. If something changes to require wetlands delineation and permitting, those services can be provided under Additional Services authorization. Dewberry will prepare, submit, and coordinate ERP application materials and respond to questions from SWFWMD. As part of the applications, drainage calculations will be prepared to accompany the proposed improvements and construction plans. The drainage calculations will not include large scale modeling, but rather simplified models comparing flood volumes, pump rates, and generally illustrating that the proposed emergency pumping will not have significant impacts on the existing Lake Seward system.

Task 3 Construction Plan Development

The CONSULTANT will review any plans already available as well as any additional data the COUNTY supplies and will develop new construction plans to detail the pipeline construction. Topographic survey to be provided by Polk County will be the basis of all of the plan sheets and will be supplemented by SUE data to be gathered by Dewberry or a subconsultant to Dewberry. The plans will accompany the permit applications and will facilitate the proposed construction. At this time, it is proposed that the pipeline will incorporate direction drilling as opposed to open cut installation.

Task 4 Limited Construction and Post-Construction Services

The CONSULTANT will assist the COUNTY as necessary in coordinating with the contractor and answering questions that may arise during construction. CONSULTANT will review as-built plans provided by the contractor or COUNTY and determine if the construction is within the permitted parameters. CONSULTANT will verify the as-built conditions of the construction are in substantial conformance to the permitted design and submit the required as-built certification to SWFWMD, as necessary.

C. DELIVERABLES

The CONSULTANT shall prepare and submit to the COUNTY, including electronic format when applicable, all deliverables. For this project, the deliverables are simply the permit applications to SWFWMD and the construction plans. It is anticipated that permit applications will be submitted with 60% plans.

- Signed & Sealed Construction Plans (Electronic Format)
- Signed & Sealed Drainage Calculations (Electronic Format)
- Permit Application Materials (Electronic Format)
- As-built Certification to SWFWMD (Electronic Format)

D. SCHEDULE

CONSULTANT will proceed with the services identified in this AGREEMENT immediately upon receipt of an executed copy of this AGREEMENT and a formal Notice-to-Proceed (NTP) from the COUNTY. CONSULTANT will work in concert with COUNTY to make the appropriate permit applications within 90 days of receiving both the NTP and the topographic survey to be provided by the COUNTY. CONSULTANT cannot control the permit review time, but ERP permits of this type would normally be expected to be issued within 3-6 months of submittal.

E. COMPENSATION AGREEMENT

This work authorization establishes a time and materials price, and CONSULTANT shall perform the services for the not-to-exceed amount of **\$162,071.51**. The COUNTY shall be invoiced monthly on a percent complete basis.

Task 1 – Project Management	\$ 7,653.40
Task 2 – Environmental and Stormwater Design and Permitting	\$67,260.18
Task 3 – Plans Development	\$53,975.84
Task 4 – Limited Construction and Post-Construction Services	\$18,448.32
Contingency	\$14,733.77

Project Assumptions

- COUNTY will manage any land acquisition and negotiations for this project.
- COUNTY will provide topographic and any special purpose survey (other than SUE which is to be provided by Dewberry). This survey will form the basis of the construction plans to be developed by Dewberry.
- COUNTY will ensure access to the property is allowed and will address any communications with the residents.
- COUNTY will furnish consultant with readily available reports, studies, and data pertinent to Consultant's services.
- COUNTY will pay all SWFWMD and other (if any) application fees.
- COUNTY will pay all mitigation costs, should the unexpected happen and wetland mitigation be required.



Polk County Roads and Drainage
Lake Seward
Dewberry Staff

Subs

		Chief Engineer	Engineer 2	Chief Scientist	Engineer 1	Engineering Intern	Secretary/ Clerical	Chief Designer	Total Hours	Total Dewberry	SurvTech	Total Subs	Dewberry & Subs	Grand Total	
		By Task													
Phase/Task	Task Description	\$ 290.77	\$ 157.87	\$169.03	\$ 123.06	\$ 109.29	\$ 101.40	\$ 212.10							
Phase 100	Project Management	4	0	24	0	0	24	0	52	\$ 7,653.40	\$ -	\$ -	\$ 7,653.40	\$ 7,653.40	
Task 101	Project Management	4	0	24	0	0	24	0	52	\$ 7,653.40	\$ -	\$ -	\$ 7,653.40	\$ 7,653.40	
Phase 200	Environmental and Stormwater Design and Permitting	36	50	0	44	28	0	2	160	\$ 27,260.18	\$ 40,000.00	\$ 40,000.00	\$ 67,260.18	\$ 67,260.18	
Task 201	Drainage Calculations/Modeling and ERP Permitting	16	0	0	40	24	0	0	80	\$ 12,197.68	\$ -	\$ -	\$ 12,197.68	\$ 12,197.68	
Task 202	Pipeline Design	16	40	0	4	4	0	0	64	\$ 11,896.52	\$ -	\$ -	\$ 11,896.52	\$ 11,896.52	
Task 203	SUE Survey Work	4	10	0	0	0	0	2	16	\$ 3,165.98	\$ 40,000.00	\$ 40,000.00	\$ 43,165.98	\$ 43,165.98	
Phase 300	Construction Plan Development	12	20	0	12	12	0	210	266	\$ 53,975.84	\$ -	\$ -	\$ 53,975.84	\$ 53,975.84	
Task 301	CAD/Plan Development	12	20	0	12	12	0	210	266	\$ 53,975.84	\$ -	\$ -	\$ 53,975.84	\$ 53,975.84	
Phase 400	Limited Construction/Post-construction Services	24	12	0	12	12	0	32	92	\$ 18,448.32	\$ -	\$ -	\$ 18,448.32	\$ 18,448.32	
Task 401	Bid Assistance/Construction Support/As-built Certifications	24	12	0	12	12	0	32	92	\$ 18,448.32	\$ -	\$ -	\$ 18,448.32	\$ 18,448.32	
Subtotal		76	82	24	68	52	24	244	570	\$ 107,337.74	\$ 40,000.00	\$ 40,000.00	\$ 147,337.74	\$ 147,337.74	
Contingency 10%														\$ 14,733.77	
Grand Total														\$ 162,071.51	

Fran McAskill
Director
Procurement Division



330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

A. Regular Copying	Single Side	Double Sided
8 ½ x 11 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 11 (color).....	\$ 0.30/page	\$ 0.40/sheet
8 ½ x 14 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 14 (color).....	\$ 0.30/page	\$ 0.40/sheet
11 x 17 (black & white).....	\$ 0.25/page	\$ 0.35/sheet
11 x 17 (color).....	\$ 0.40/page	\$ 0.50/sheet
9 ½ x 24 Single Side Only.....	\$ 1.00/page	
17 x 22 Single Side Only.....	\$ 2.00/page	
18 x 24 Single Side Only.....	\$ 2.00/page	
24 x 36 Single Side Only.....	\$ 3.00/page	
30 x 30 Single Side Only.....	\$ 5.00/page	
32 x 34 Single Side Only.....	\$ 5.00/page	
Other sizes-per square inch	\$ 0.03/page	
Compact Digital Disk	\$ 6.00/disk	
B. Blueprint Copy.....		\$10.00/page
2. Subcontractor Services Actual Costs
3. Special Consultants Actual costs
4. Computer Services Non-reimbursable
5. Travel Expenses In accordance with Chapter 112.061, F.S.;
and further defined in the Polk County Employee Handbook.
6. Postage, Fed Express, UPS Actual Costs
7. Pre-approved Equipment
(includes purchase and rental of equipment used in project) Actual Costs



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2025

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

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

PRODUCER MARSH USA, LLC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386		CONTACT NAME: Ashley Oliver PHONE (A/C, No, Ext): 410 347 3631 E-MAIL: Ashley.Oliver@marsh.com ADDRESS:		FAX (A/C, No):
CN102736896-7/1-1.1a-25-26		GAWU		
INSURED DEWBERRY ENGINEERS INC. 1479 TOWN CENTER DRIVE, SUITE D214 LAKELAND, FL 33803-7974		INSURER(S) AFFORDING COVERAGE		
		INSURER A: The Charter Oak Fire Insurance Company		NAIC # 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:		

COVERAGES

CERTIFICATE NUMBER:

CLE-007424864-01

REVISION NUMBER: 5

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:	Y	Y	P-630-7792B312-COF-25	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-1N788974-25-43-G	07/01/2025	07/01/2026	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-4J583077-25-43	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-6P972264-25-43-G	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY			V11B5E251601 RETRO. DATE: FULL PRIOR ACTS	07/01/2025	07/01/2026	PER CLAIM/AGGREGATE 5,000,000

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

RE: DEWBERRY PROJECT/JOB/PLN # TBD, BU2705, LAKE SEWARD; CLIENT CONTRACT #CSA 22-85-07

THE COUNTY IS/ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

POLK COUNTY ROADS & DRAINAGE DIVISION
ATTN: CONNER UPDIKE
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

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

AGENCY CUSTOMER ID: CN102736896

LOC #: Washington

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY MARSH USA, LLC.		NAMED INSURED DEWBERRY ENGINEERS INC. 1479 TOWN CENTER DRIVE, SUITE D214 LAKELAND, FL 33803-7974
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

AS RESPECTS THE PROFESSIONAL LIABILITY COVERAGE EVIDENCED ABOVE, IF THIS POLICY IS CANCELLED BY THE INSURER, OTHER THAN FOR NON-PAYMENT OF PREMIUM, THE INSURER WILL PROVIDE 30 DAYS WRITTEN NOTICE TO CERTIFICATE HOLDER. AS RESPECTS THE GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIABILITY, AND WORKERS' COMPENSATION COVERAGES EVIDENCED ABOVE, NOTICE OF CANCELLATION WILL BE PROVIDED BY THE INSURER(S) TO THE CERTIFICATE HOLDER PER THE ATTACHED AS REQUIRED BY WRITTEN CONTRACT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA BLANKET CANCELLATION AND NONRENEWAL NOTICE

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

In the event of cancellation or nonrenewal or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or nonrenewal or material change to:

SCHEDULE

Any person or organization to whom you have agreed to under any contract or agreement that notice of cancellation or material limitation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation or nonrenewal or material change of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

3. Number of days advance notice:

Cancellation for nonpayment of premium:		Days
Cancellation other than nonpayment of premium:	30	Days
Nonrenewal:		Days
Material change:		Days

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED PERSON OR ORGANIZATION – NOTICE OF
CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice:

30

**PERSON OR
ORGANIZATION:**

ANY PERSON OR ORGANIZATION
(CONTINUED ON IL T8 06)

ADDRESS:

SEE IL T8 06

FAIRFAX
VA
22031

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US
IL T4 05 05 19

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME
AND ADDRESS OF SUCH PERSON OR
ORGANIZATION, AFTER THE FIRST NAMED INSURED SHOWN IN THE DECLARATIONS RECEIVES
NOTICE FROM US OF THE
CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF
THE APPLICABLE NUMBER OF DAYS
SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST
FROM YOU TO US.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice:	30
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PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY, AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

POLICY NUMBER: UB-6P972264-25-43-G

NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX – CONDITIONS** :

Notice Of Cancellation Or Nonrenewal To Designated Persons Or Organizations

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation or nonrenewal to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation or nonrenewal.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice:
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NON RENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:	30

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NON RENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

DATE OF ISSUE: 06-06-25

ST ASSIGN:

Page 1 of 1

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Effective date of this Endorsement: 01-Jul-2025

This Endorsement is attached to and forms a part of Policy Number: **V11B5E251501**

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

DEWBERRY NOTICE OF CANCELLATION TO CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that in addition to the provisions of the Cancellation section of the Conditions, if this policy is cancelled by us, other than for non-payment of premium, we will provide 30 days written notice to the following party(ies):

As per list to be provided by the Named Insured or its Broker of Record.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

CSA22-85-07

Scope: Lake Seward Outfall Drainage Improvement Project

Step 1: Review current list of Master Consultant Agreements

Consultant	Address	Local Y/N	Elevated for Consideration
AECOM	212 E. Main Street, Bartow, FL 33830	Y	Y
AIM Engineering & Survey	195 South Orange, Ave., Suite 1, Bartow, FL 33830	Y	Y
Burgess and Niple	1511 N. Westshore Blvd., Suite 500, Tampa, FL 33607	N	Y
CONSOR Engineers	801 South Florida Ave., Lakeland FL 33801	Y	Y
Dewberry Engineers	202 Lake Miriam Dr., Suite E1, Lakeland, FL 33813	Y	Y
DRMP	1125 Bartow, Rd., Suite 100, Lakeland, FL 33801	Y	Y
HDR Engineering	4830 W. Kennedy Blvd., Suite 400, Tampa, FL 33609	N	Y
HNTB	555 North Broadway Ave., Bartow, FL 33830	Y	Y
Jacobs Engineering Group	5401 W. Kennedy Blvd., Suite 300, Tampa, FL 33609	N	Y
Kissinger Campo & Associates	201 N. Franklin St., Suite 400, Tampa, FL 33602	N	Y
Kimley-Horn and Associates	189 South Orange Avenue, Suite 1000, Orlando, FL 32801	N	Y
Mott MacDonald Florida	8875 Hidden River Way, Suite 300, Tampa, FL 33637	N	Y
NV5	201 South Bumby Avenue, Orlando, FL 32803	N	Y
Patel, Greene, and Associates	215 Easet Main Street, Bartow, FL 33830	Y	Y
Rummel, Klepper & Kahl	402 S. Kentucky Ave., Suite 400, Lakeland, FL 33801	Y	Y
Wood Environmental & Infrastructure Solutions	5051 South Florida Avenue, Suite 301, Lakeland, FL 33813	Y	Y
WSP USA	1649 Williamsburg Square, Suite 206, Lakeland, FL 33803	Y	Y

Step 2: Review List for appropriate Expertise, Experience, and Personnel

Consultant	Expertise	Experience	Personnel	Elevated for Consideration
AECOM	Y	Y	Y	Y
AIM Engineering & Survey	Y	Y	Y	Y
Burgess and Niple	Y	Y	Y	Y
CONSOR Engineers	Y	Y	Y	Y
Dewberry Engineers	Y	Y	Y	Y
DRMP	Y	Y	Y	Y
HDR Engineering	Y	Y	Y	Y
HNTB	Y	Y	Y	Y
Jacobs Engineering Group	Y	Y	Y	Y
Kissinger Campo & Associates	Y	Y	Y	Y
Kimley-Horn and Associates	Y	Y	Y	Y
Mott MacDonald Florida	Y	Y	Y	Y
NV5	Y	Y	Y	Y
Patel, Greene, and Associates	Y	Y	Y	Y
Rummel, Klepper & Kahl	Y	Y	Y	Y
Wood Environmental & Infrastructure Solutions	Y	Y	Y	Y
WSP USA	Y	Y	Y	Y

State justification for each firm not elevated by category:
N/A

State justification for each firm that is elevated by category:
All firms have appropriate expertise, experience, and personnel.

Step 3: Past Performance on Similar Projects Satisfactory

Consultant	Past Performance on Similar Projects Satisfactory	Elevated for Consideration
AECOM	Y	Y
AIM Engineering & Survey	Y	Y
Burgess and Niple	Y	Y
CONSOR Engineers	Y	Y
Dewberry Engineers	Y	Y
DRMP	Y	Y
HDR Engineering	Y	Y
HNTB	Y	Y
Jacobs Engineering Group	Y	Y
Kissinger Campo & Associates	Y	Y
Kimley-Horn and Associates	Y	Y
Mott MacDonald Florida	Y	Y
NV5	Y	Y
Patel, Greene, and Associates	Y	Y
Rummel, Klepper & Kahl	Y	Y
Wood Environmental & Infrastructure Solutions	Y	Y
WSP USA	Y	Y

State justification for each firm not elevated by category:
N/A

Step 4: 24 Month Total Contract Value (RFP 22-242)

Consultant	Contract Value CSA	Contract Value CPO	Elevated for Consideration
AECOM	\$ 111,302.38	\$	N
AIM Engineering & Survey	\$ 372,592.53	\$	N
Burgess and Niple	\$ 121,135.00	\$	N
CONSOR Engineers	\$ 341,312.26	\$	N
Dewberry Engineers	\$ 35,708.00	\$	Y
DRMP	\$ 59,760.00	\$	N
HDR Engineering	\$ 161,050.03	\$	N
HNTB	\$ 102,255.00	\$	N
Jacobs Engineering Group	\$ 495,625.26	\$	N
Kissinger Campo & Associates	\$ -	\$	Y
Kimley-Horn and Associates	\$ 66,415.00	\$	N
Mott MacDonald Florida	\$ -	\$	Y
NV5	\$ -	\$	Y
Patel, Greene, and Associates	\$ 361,659.28	\$	N
Rummel, Klepper & Kahl	\$ 95,456.00	\$	N
WSP USA	\$ 62,649.55	\$	N
State justification for each firm not elevated by category:			

All Firm Elevated have values less than 50K

Meet Needs of Project Scope, Assigned Professional, Location, Special Needs of Project, Sub-Consultant

Consultant	Meet Scope	Assigned	Location	Special Needs
Dewberry Engineers, Inc.	Yes	Scott Elswick, P.E.	Lakeland FL	Dewberry previously assisted the Division with determining FEMA Grant eligibility for the Lake Seward Project and has completed an extensive amount of research into the flooding issues impacting the area. Their background with the Project and expertise in drainage makes them uniquely qualified for this assignment. Dewberry also has a relatively low contract amount compared to other firms. The Division is in the process of assigning Projects to KCA and NV5.

- Step 5: **Verify Proposed Scope Consistent with Scope of Services required for project**

Proposed Scope has been verified to meet the needs of the project by Conner Updike, P.E., Roads & Drainage Division
- Step 6: **Fee Proposal Fair and Reasonable**

Proposed Fee of \$162,071.51 is fair and reasonable, as determined by Conner Updike, P.E., Roads & Drainage Division
- Step 7: **Recommendation**

Dewberry is selected