CONTINUING SERVICES CONTRACT

This agreement (the "Continuing Contract" or the "Contract"), approved October 27, 2026, by and between the City of Panama City, Florida, a Municipal Corporation, hereinafter called the Owner, and Dewberry Engineers, Inc. hereinafter called the Consultant.

WITNESSETH:

WHEREAS, the Owner has a continuing need for engineering and other professional consulting services related to the City's infrastructure; and

WHEREAS, the Owner issued a Request for Qualifications on July 15, 2025 (RFQ PC25-052 Professional Services Contract for Panama City – Continuing Basis), the contents of which are incorporated into this agreement by reference; and

WHEREAS, the Owner and Consultant recognize that this contract is a "Continuing Contract" as defined by s.287.055, Florida Statutes, with a term of three (3) years except that with mutual agreement it may be renewed for two (2) additional one-year terms; and

WHEREAS, the Owner desires to set forth basic contract terms and conditions that will apply to the delivery of engineering and other professional consulting services to Owner by the Consultant through individual task order(s) given pursuant to this Continuing Contract; and

WHEREAS, the Owner and Consultant agree that neither party is obligated to propose or to agree to the terms and conditions of a Task Order, or other individual contract for services pursuant to the Continuing Contract; and

WHEREAS, the Consultant was selected for work in the following categories, as defined in the RFQ PC25-052:

- ☒ Stormwater Engineering
- ☒ Roadway Design
- ☒ Traffic and Intersection Engineering
- ☒ Subdivision and Site Development Plan Reviewing
- ☒ Structural Engineering
- ☒ Utility Engineering
- ☐ Environmental Support Services I
- ☒ Environmental Support Services II
- ☐ Geotechnical Engineering and Testing
- ☒ Construction Engineering and Inspection Services
- ☐ Architectural Services
- ☒ Landscape Architectural Services
- ☐ Mechanical Engineering
- ☐ Electrical Engineering
- ☒ Marine Engineering
- ☒ General Surveying and Plat Review

WHEREAS, the Owner and Consultant desire to enter into this Continuing Contract in the event that the Owner desires to request the Consultant to perform any part of the engineering or other professional consulting services needed by the Owner with terms and conditions set forth in future Task Orders;

Now, therefore, the parties hereto mutually agree as follows:

1. SCOPE OF WORK:

From time to time, as requested by the Owner and agreed by the Consultant, Consultant will provide engineering and/or other professional consulting services and deliverables as set forth in a mutually acceptable Task Order. Any such Task Order for services shall reference this Continuing Contract, and the terms of this Continuing Contract shall apply to and be part of any Task Order.

Nothing in this Continuing Contract shall obligate the Owner to procure any minimum amount of services from the Consultant.

The Owner will evaluate all future work and select an engineer to accomplish an identifiable task based on a competitive process by considering each engineer's qualifications and experience, design philosophy, technical capabilities, approach and workload capacity to accomplish the tasks before choosing an engineer for that particular identifiable task and issue a Task Order.

2. TERM OF CONTRACT:

The term of this Contract is an initial term of three (3) years with an option to extend for not more than two (2) additional one (1) year terms. Once the Consultant has been qualified and has signed this Contract, Consultant must maintain its availability and keep all licenses and insurance certificates current in order to continue their qualification.

3. CONSULTANT'S FEE:

The Owner shall compensate the Consultant as full compensation for their services, in accordance with the terms and conditions of this Contract and as outlined in the future Task Order.

4. FEE FOR ADDITIONAL SERVICE:

The Owner and Consultant agree that there may be certain additional services required to be performed by the Consultant that cannot be defined sufficiently at the time of execution of each Task Order. Such additional services shall be defined and authorized in writing prior to being performed. The Owner shall compensate the Consultant for such additional services as defined in the written authorization for additional services.

Additional services shall not include any task or sub-task, whether or not specifically included in the scope of work, if such task or sub-task is an integral part of the work required to accomplish those tasks described in the scope of work.

Additional services shall include revising previously approved drawings, specifications, and other documents to accomplish changes initiated by the Owner; however, where such revision is caused by or made necessary by an error, omission, or oversight on the part of the Consultant, the same shall not be considered additional services hereunder. Additional services shall include services rendered as an expert witness in connection with an administrative hearing or trial.

5. SERVICES OF CONSULTANT:

The Consultant shall be deemed an independent contractor as to all work required and not an agent or servant in the employ of the Owner. The Consultant is, and shall at all times remain as to the Owner, wholly independent. The Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Owner or otherwise act on behalf of the Owner as an agent. Consultant agrees to maintain adequate and competent professional staff throughout the performance of the contract to ensure acceptable and timely completion of the work.

For any subconsultant services to be performed within the scope of work provided by the Consultant, the subconsultant(s) shall be reviewed and approved by the Owner prior to providing the subconsultant services.

No subcontract(s) which the Consultant enters into under the contract resulting from this Contract, if any, shall in any way relieve the Consultant of any responsibility for performance of its duties in this Contract as a result of such contract. Consultant is responsible to fully notify any subconsultant(s) of their responsibilities under any subcontract. All payments to subconsultants shall be the sole responsibility of the Consultant.

Requirements for signing and sealing plans, specifications, reports and/or other documents prepared by the Consultant shall be governed by the laws of the State of Florida and the requirements of any regulatory agency involved in approval of the project, as applicable. Consultant shall provide to the Owner signed and sealed copies of all surveys, plans, reports, specifications, other work products, and any and all other ancillary items.

The Consultant acknowledges that the Owner may retain under separate contract other consultant(s) for tasks required for or related to the performance of the Consultant’s services, and that coordination between the Consultant and such other consultant(s) may be necessary. Consultant agrees to provide such coordination as may be necessary within the scope of work.

6. TIME AND ORDER OF CONSULTANT'S SERVICES:

The Consultant shall commence work when directed by the Owner following the execution of each Task Order or individual contract for services and shall diligently and in a

professional and timely manner perform the Work.

The Consultant shall provide in each Task Order or individual contract for services a schedule for review and approval by the Owner for accomplishing the work with allowance made for reviews by the Owner at appropriate milestones.

Since time is of the essence, in the event that the 100% plans and specifications and all other work products are not completed in accordance with the schedule (and such additional extension of time as the City may have granted), the City will retain from the compensation otherwise to be paid to the Consultant the sum of $500 for each day thereafter (Saturdays, Sundays, and holidays included) that the work remains uncompleted, which sum shall represent the actual damages which the City will have sustained per day by failure of the Consultant to complete the work within said specified times, it being agreed that said sum is not a penalty but is the stipulated amount of damage sustained by the City in the event of such default by the Consultant.

Any delays to the project schedule, caused in whole or in part by the City or any "act of God" or other uncontrollable event, shall extend the project schedule by the number of days the project was delayed without penalty to the Consultant.

7. PAYMENT OF ENGINEER'S FEES:

The Owner shall pay the Consultant’s fee monthly based upon the percentage of completion of the work and/or time and materials expended for the work. Payments will be processed within thirty (30) days of receipt and approval of invoice, except final payment which shall be paid after the City Commission approves the final payment.

8. REQUIREMENTS FOR DESIGN:

Consultant shall perform the services in conformity with the professional and technical standards of reasonable care, skill, prudence, and diligence ordinarily used and exercised by members of the consulting profession who are familiar with projects of similar type, nature, complexity, and size as the contracted work.

The plans and specifications shall conform to all applicable local and state laws, codes, ordinances, and regulations affecting the Work. Consultant shall be responsible for confirming applicable design standards, and permitting requirements.

Unless otherwise approved by the Owner, plans shall be prepared and provided in 22” x 34” format, as hard copies and electronic (CAD/PDF) versions.

9. THE OWNER'S RESPONSIBILITIES:

a. The Owner shall provide full information regarding its requirements for the project.

b. The services, information, and reports required by the above Paragraph 8 shall be furnished at the Owner's expense, and the Consultant shall be entitled to rely upon the accuracy thereof.

c. The Owner shall furnish information required of it as expeditiously as necessary for the orderly progress of the Work.

d. The Owner shall advertise for bids with the assistance of the Consultant.

e. The Owner shall pay all permit fees and advertising costs.

10. POST-DESIGN SERVICES:

Each Task Order shall describe the Consultant's responsibilities for any contracted post-design services such as bidding assistance, construction observation, contract administration, pre-final and final inspections, and final certifications to the Owner and regulatory agencies.

If the Owner deems it advisable for an "Inspector" to be employed in order to provide inspection of construction under the direction of the Owner, said Inspector will be a direct representative of the Owner and will be paid by the Owner. The Inspector in no way will relieve the Consultant of their duties and responsibilities under this Contract.

11. SUCCESSORS AND ASSIGNS:

The Owner and the Consultant each binds themselves, their partners, successors, assigns, and legal representatives to the other party, to this Contract, and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Contract. Neither the Owner nor the Consultant shall assign, sublet, or transfer his interest in the Contract without the written consent of the other.

12. TERMINATION:

The Owner may terminate this Contract at any time for cause, and may terminate the Contract with or without cause by giving at least thirty (30) days prior written notice. The Consultant may terminate this Contract at any time by giving ninety (90) days prior written notice to the City. In the event of termination by mutual agreement, the Consultant shall be compensated for services rendered. The Consultant will have no claim against the City for lost profits or compensation for lost opportunities.

Should Owner terminate this Contract without cause, the Owner shall be responsible to the Consultant for their fees to date of termination. No work shall be performed or continue after receipt of notice of termination from the Owner.

13. OWNERSHIP OF DOCUMENTS:

All reports, documents, or other written material developed by the Consultant in the performance of this Contract shall be and remain the property of the Owner without restriction or limitation upon its use or dissemination by the Owner. Such material shall not be the subject of a copyright application by the Consultant. Consultant shall not be liable in the event drawings, specifications or other documents produced under this Contract are reused for purposes not intended.

14. CONSULTANT'S REGISTRATION:

The Consultant represents that he is now licensed with the State of Florida as required by Florida Statutes, and that they will continue such registration during the term of this Contract. Failure to secure or keep said registration shall be grounds for termination of this Contract.

15. CONSULTANT'S RESPONSIBILITY OVER CONSTRUCTION CONTRACTOR

The Consultant shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions in connection with the construction work; nor shall the Consultant be responsible for the Contractor's failure to carry out the construction work in accordance with the contract documents.

16. PROHIBITION AGAINST CONTINGENT FEES:

The Consultant warrants that they have not employed or retained any company, or person, other than a bona fide employee working solely for the Consultant, registered land surveyor, or professional engineer, to solicit or secure this Contract, and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

17. ATTORNEY'S FEES:

The prevailing party in any litigation involving this Contract shall be entitled to recover costs and reasonable attorney's fee, in addition to any other award.

18. INSURANCE TO BE CARRIED BY CONSULTANT:

During the term of this Contract, the Consultant shall maintain professional liability insurance coverage in an amount of not less than one million dollars ($1,000,000). This coverage shall be evidenced by a prepaid certificate of insurance reflecting the required coverages, which, by its terms, shall prevent cancellation or any material change in coverage absent thirty (30) days' written notice to Owner. On or before the expiration date of the insurance coverage, the Consultant shall furnish Owner like evidence of continuing or replacement coverage.

Additionally, the Consultant shall not begin work under a Task Order until after they have obtained all of the insurance herein described and proof of such insurance has been submitted to the Owner, nor shall the Consultant permit any subcontractor to begin work until after similar insurance to cover the subcontract has been obtained and approved by the Consultant.

The Consultant, and any of their subcontractors hired to work on a Task Order, shall, throughout the life of the Contract, procure and maintain Workers' Compensation insurance, and comply in every respect with the requirements of the statutes of the State

of Florida relative to Workmen's Compensation Insurance. **Additionally, if the Contract requires working on or around a navigable waterway, the Consultant shall provide evidence of United States Longshoremen's and Harbor Workers' (USL&H) coverage and contingent coverage for Jones Act (Marine Employers Liability) in compliance with federal statutes or proof of exemption.** The Consultant shall be responsible for compliance by every subcontractor with these requirements.

The Consultant shall procure and shall maintain during the life of the Continuing Contract:

(A) Commercial General Liability Insurance with the following limits:

- i. General Aggregate Limit (other than Products/Completed Operations) $1,000,000.
- ii. Products/Completed Operations Aggregate Limit 1,000,000.
- iii. Personal and Advertising Injury Limit $500,000.
- iv. Each Occurrence Limit $1,000,000.
- v. Fire Damage Limit $50,000.
- vi. Medical Expense limit $5,000.

No coverage found in the standard ISO commercial general liability form shall be excluded from insurance provided by the Consultant or subcontractors.

(B) Commercial Automobile Liability Insurance with limits of $500,000 if written on a combined single limit basis, or $250/500/100,000 if written on split limit basis.

Each such policy of insurance shall name the Owner, as well as the Consultant, as the insured. The Consultant shall require each subcontractor to maintain such Workers' Compensation Insurance, Commercial General Liability Insurance, and Commercial Automobile Insurance to cover the work done under a subcontract.

The Consultant shall furnish the Owner with satisfactory proof of insurance herein described. The Owner shall not have any responsibility to read or evaluate any insurance policies to determine the existence of coverage as required in this Contract. The execution of this Contract by the Consultant shall constitute the Consultant's representation and warranty that all required insurance coverages are in place and shall be maintained for the duration of this Contract and for any specified time thereafter if required by the Contract. Consultant shall be responsible for all damages, losses, costs (including reasonable attorneys' fees), and liabilities arising out of any failure by the Consultant or its subconsultants or vendors to provide or maintain the required insurance.

19. FEMA CONTRACT PROVISIONS

The Consultant agrees to all Federal Emergency Management Agency ("FEMA") provisions as applicable found in Appendix A.

20. PUBLIC RECORDS

This Contract shall be subject to Florida's Public Records Laws. Consultant understands the broad nature of these laws and agrees to comply with said laws and laws related to records retention.

The Consultant, in the course of its duties, may have access to confidential or proprietary

data of the Owner, private individuals, or employees of the City. The Consultant covenants that all data, documents, discussion, or other information developed or received by the Consultant or provided for performance of this Contract that are deemed confidential by the Owner shall not be disclosed without written authorization by the Owner. The Owner shall grant such authorization if disclosure is required by law.

21. CONTRACT AMENDMENT

The Contract may be amended only by written agreement of the Consultant and the Owner. The order for contract precedence will be the Contract, the City's Request for Qualifications, and the Proposer's Statement of Qualifications.

22. LEGAL VENUE

This Contract and any resulting Task Orders, if any, and any disputes thereunder will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. The Contract and any resulting Task Orders shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in this Contract and any resulting Task Order in conflict with Florida law and rules shall be void and of no effect. City and Consultant hereby agree that this Contract and any resulting Task Orders, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Bay County, Florida.

23. EXECUTION

IN WITNESS WHEREOF, the Owner and the Consultant have executed this Contract to become effective on the day and year first written above:

Consultant:
Dewberry Engineers, Inc.
203 Aberdeen Parkway
Panama, FL 32405

_____
By: Jonathan Sklarski, Vice President
Date Signed: _____

Owner:
City of Panama City
501 Harrison Avenue
Panama City, FL 32401

_____
Jonathan H. Hayes, City Manager
Date Signed: _____

Approved as to form and content:

_____
Nevin J. Zimmerman, City Attorney

Attest:

_____
Leslie A. Glaze, City Clerk-Treasurer

APPENDIX A:
SPECIAL COVENANTS AND CONDITIONS

1. **CONTRACT-SPECIFIC PROVISIONS:**

   a. All contracts over $250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

   b. All contracts over $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be done and the basis for settlement.

   c. Changes clause: To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a grant subrecipient include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

2. **STANDARD PRESCRIBED PROVISIONS:**

Equal Employment Opportunity.

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 purchase order 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 purchase order 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.

Contract Work Hours and Safety Standards Act.

(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 $26 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 (write in the name of the Federal agency or the loan or grant recipient) 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.

(5) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. 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, daily and weekly number of hours worked, deductions made and actual wages paid. The contractor or subcontractor shall make the records required under this paragraph available for inspection, copying, or transcription by authorized representatives of FEMA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.

Clean Air Act.

(1) 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.

(2) The contractor agrees to report each violation to the City of Panama City and understands and agrees that the City of Panama City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) 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.

Federal Water Pollution Control Act.

(1) 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.

(2) The contractor agrees to report each violation to City of Panama City and understands and agrees that the City of Panama City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) 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.

Debarment and Suspension.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its 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).

(2) 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.

(3) This certification is a material representation of fact relied upon by the City of Panama City. 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 Florida Division of Emergency Management and the City of Panama City, 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 bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Certification Regarding Lobbying.

The undersigned certifies, to the best of his or her knowledge and belief, 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 section 1352, title 31, U.S. Code. 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.

Anti-lobbying acknowledgment:

Dewberry Engineers, Inc.
203 Aberdeen Parkway
Panama City, FL 32405
(Party of the second part)

_____ DATE: _____
By: Jonathan Sklarski

TITLE: Vice President

Access to Records.

(1) The contractor agrees to provide the City of Panama City, the Florida Division of Emergency Management, 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.

(2) 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.

(3) 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.

(4) In compliance with the Disaster Recovery Act of 2018, the City of Panama 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.

DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of OHS agency officials without specific FEMA preapproval.

Compliance with Federal Law, Regulations, and Executive Orders.

The contractor acknowledges that FEMA financial assistance will be used to fund the contract in whole or in part. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by 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.

Program Fraud and False or Fraudulent Statements or Related Acts.

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.

[END OF SPECIAL COVENANTS AND CONDITIONS]