



SIGNATURE REQUEST ROUTING FORM

Please review, sign, and return to the Purchasing & Contracts Division for further handling. Call us at ext. 12810. *Thank You!*

Director of Purchasing & Contracts: Pamela Wilsky	
 Signature	10/29/2024   10:05:00 EDT Date

Department Director's Name: Dona Butler, Recovery and Resiliency	
 Signature	10/29/2024   13:59:39 EDT Date

<input type="checkbox"/>	Director of Purchasing & Contracts	Pamela Wilsky
<input checked="" type="checkbox"/>	County Manager	George Recktenwald
<input type="checkbox"/>	County Chair	Jeffrey S. Brower
<input type="checkbox"/>	County Vice-Chair	Troy Kent
<input type="checkbox"/>	Deputy County Manager	Suzanne Konchan
<input type="checkbox"/>	County Attorney	Mike Dyer
<input type="checkbox"/>	Other:	

**Bid/Contract/Project No.:** 24-SQ-181KW

**Document Amount:** Not to Exceed \$125,000 between two firms

**Division:** Recovery and Resiliency

**Project Name:** CDBG-DR Surveying and Mapping Services

**Company Name:** DRMP, Inc

**Document Description:** Contract

**Notes:**

**Questions? Please call:** Kathy Williams X16625



**CONTRACT FOR CONSULTING SERVICES  
FOR  
CDBG-DR SURVEYING AND MAPPING SERVICES**

Between

THE COUNTY OF VOLUSIA

AND

DRMP, INC.

**24-SQ-181KW**

County of Volusia  
Purchasing and Contracts Division  
123 West Indiana Avenue, Room 302  
Deland, Florida 32720-4608  
[www.volusia.org/purchasing](http://www.volusia.org/purchasing)

## CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This Contract made and entered by and between DRMP, Inc., duly authorized to conduct business in the State of Florida, whose principal place of business is located at 941 Lake Baldwin Land, Orlando, Florida 32814 (hereinafter the "Consultant") and County of Volusia, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, Florida 32720 (hereinafter "County").

### RECITALS:

WHEREAS, the County requires a competent and qualified consultant to provide professional services in support of the County's operations; and

WHEREAS, the County has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, the County has determined that the Consultant is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual; and

WHEREAS, the County has determined pursuant to Florida Statutes 287.055 (a/k/a "Consultant's Competition Negotiation Act") (as amended) and 337.105 (as amended) that the Consultant is competent and qualified to furnish said services stated hereunder to the County and Consultant desires to provide professional services according to the terms and conditions hereunder, and

WHEREAS, it has been determined that the execution of this Contract is beneficial to the people of County of Volusia, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Contract, the receipt and sufficiency of which is acknowledged by the Consultant and County, the parties agree and stipulate as follows:

### 1. DEFINITIONS.

For this Contract and any incorporated exhibits, certain terms, phrases, words and their respective derivations shall have the meaning set forth and defined therein and shall be applicable in both. Definition of terms in the Contract shall first be governed by this Contract and second by the incorporated Scope of Services/Work (Exhibit A). In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence. If there is no applicable definition as described above, the terms, phrases, and words, and their respective derivations when used in this Agreement and the Scope of Work, shall have the meanings ascribed to them in the following order of precedence: first, in the most current edition Black's Law Dictionary and last, in the most current edition of the Oxford English Dictionary, if a term is not defined in the Agreement or Black's Law Dictionary.

- 1.1. **Addendum:** A written explanation, interpretation, change, correction, addition, deletion, or modification of equal dignity herewith affecting the contract documents including drawing and specifications prepared by the Consultant, approved and issued by the County and/or distributed to third parties.
- 1.2. **Affidavit:** The instrument which is to be signed by the Consultant and submitted to the County upon the County's request through the Project Manager, upon completion of the job, showing that all bills have been paid. It shall also mean such instrument that may be requested by the County incidental to partial payments.

- 1.3. **Amendment:** An amendment to an approved Task Assignment or this Contract in writing by the County, approved by the Director of Purchasing and Contracts, and signed by the County and the Consultant authorizing a modification or revision to one or more terms or conditions of this Contract or the Task Assignment.
- 1.4. **Application for Progress Payment:** The current estimate form furnished and certified by the Consultant, which is to be used by contractor in requesting progress payments.
- 1.5. **Architect:** A person or firm that is authorized to practice architecture pursuant to Florida Statute 481.299 or a general contractor who provides architectural services under a design-build contract authorized by F.S. 481.299(3) (as amended).
- 1.6. **Architect/Engineer:** The design professional identified in the contract documents and who is licensed and registered in the State of Florida. The terms "Architect" and "Architect/Engineer (A/E)" means the architect/engineer or its authorized representative.
- 1.7. **Basic Contract:** This Contract between the County and the Consultant covering the services requested from a formal solicitation. Authorization for performance of services under the basic Contract shall be in the form of a written Task Assignment (see Task Assignment).
- 1.8. **Bid Documents:** The official forms on which the County requires formal bids to be prepared and submitted by the bidder.
- 1.9. **Calendar day:** Any day, including Saturdays, Sundays, and holidays, regardless of weather conditions.
- 1.10. **Compensation:** The amount paid by the County to Consultant for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated which includes the total monies payable to the Consultant under a Task Assignment which includes all services, labor, materials, supplies, travel, training, profit, overhead, costs, expenses, and any other costs necessary to complete the Task Assignment.
- 1.11. **Completion Date:** The date that the County or its designated representative approves and accepts all Work or Services for a Scope of Work in a Task Assignment or this Contract.
- 1.12. **Confidential Information:** Confidential information shall constitute information which is exempt from disclosure pursuant to Chapter 119, Public Records Law, Florida Statutes (2018), Article I, Section 24 of the Florida Constitution ("Florida Public Records Law"), Chapter 812 of the Florida Statutes (2018), and any other Florida statute that may provide for an exemption or the confidentiality of certain information (hereinafter "Confidential Information"). Confidential Information and/or trade secrets do not include the following: (i) Information already known to or independently developed by the recipient; (ii) Information in the public domain through no wrongful act of the recipient; (iii) Information received by the party in possession from a third party the recipient; or (iv) Information regularly disclosed by the owner of the information to third parties without restriction on disclosure
- 1.13. **Consultant:** The person or entity qualified to perform work under this Contract and any Task Assignment related thereto. In addition, Consultant must be a professional engineer or engineering firm, including an architect (or registered landscape architect, surveyor and mapper, professional engineer, architect or registered landscape architect providing



professional services within the meaning of Section 287.055, F.S. (as amended), who is registered in the State of Florida. In addition, the Consultant may be the Engineer or Architect or Landscape Architect of record or may provide services through and be subcontracted to the Engineer of record.

- 1.14. **Continuing contract:** A contract for professional services entered into in accordance with all the procedures of Section 287.055, F.S. (as amended), between the County and a firm whereby the firm provides professional services to the County for projects for work of a specified nature as outlined in a this Contract and its associated Task Assignments as required by the County, with no time limitation except one governed by the termination provisions of this Contract and a Task Assignment.
- 1.15. **Contract Administrator:** The Director of Purchasing and Contracts or his/her designee responsible for addressing any concerns within this Contract.
- 1.16. **Contract Documents:** Contract documents shall include but are not limited to the following:
  - (1) This Contract ("Basic Contract");
  - (2) Exhibits;
  - (3) Task Assignments;
  - (4) Any valid modifications or Amendments to this Contract or Task Assignments issued after its execution of this Contract, and any Amendments to the foregoing;
  - (5) Certificates of insurance;
  - (6) Notice of Award and/or Notice to Proceed;
  - (7) The conditions of this Contract (general, special, supplementary, and other);
  - (8) Drawings;
  - (9) Project specifications;
  - (10) Written interpretations;
  - (11) Project manuals; and
  - (12) Addenda (including RSQs, RFPs and Consultant's responses to RFPs) issued before the execution of this Contract.
- 1.17. **County Representative:** Also known as the Owner's representative who is the County Engineer or person designated by the County to review, approve and make decisions regarding the scope of work.
- 1.18. **County:** Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida).
- 1.19. **Deliverable:** The result(s) or end products or services of a Project or Task Assignment that meet the defined design or construction specifications, and functional parameters articulated in the Scope of Work for this Contract and a Task Assignment which, e.g., include but are not limited to: design drawings\specifications, structures, equipment, machinery, studies, reports, written documentation, training, systems or processes.
- 1.20. **Drawings/Plans:** The official approved drawings or plans or exact reproductions thereof, which have been prepared, signed, sealed and dated by the Consultant, which shows the location, character, dimensions and details of the work to be done and which are considered part of the Contract Documents.
- 1.21. **Effective Date:** The date that this Contract, a Task Assignment, Addendum, Amendment, Modification is fully executed by Consultant and the County.
- 1.22. **Engineer:** The person, firm, or corporation named as such in the contract and/or authorized

by the County to act as the County's representative or the County construction engineer authorized to practice engineering services pursuant to Florida Statute 471.03(2)(i)(as amended) and who may serve as the County's engineers of construction, engineering and inspection. The term Engineer shall be synonymous with design architect/engineer or Architect/Engineer or Consultant.

- 1.23. **Engineer of Record:** The professional Engineer or engineering firm contracted or employed by the County and registered in the State of Florida who develops criteria and concept for the work, performs the analysis and is responsible for the preparation of the plans and specifications. The engineer of record may be County in-house staff or a Consultant retained by the County.
- 1.24. **Field Order:** A written instrument issued by the Consultant to the contractor, which clarifies or interprets the drawings and technical specifications, and/or orders minor variations in the work, as opposed to a change in the work, and which does not involve an adjustment in contract price or time.
- 1.25. **Final Certificate of Payment:** A certificate for payment which shall constitute a representation of the Consultant to the County that the quantity of the work has been performed in accordance with the Contract Documents. The Consultant shall obtain from the contractor(s) periodic waiver of liens and "no lien affidavits" at each payment
- 1.26. **Final Completion:** That date when (a) the Work is complete in accordance with the Contract Documents including the minor items identified during the final inspection, and (b) the contractor has submitted its request for final payment including the contractor's release and all Subconsultant affidavits.
- 1.27. **Firm:** Any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.
- 1.28. **Inspector or Field Representative:** County Employee or an authorized representative of the Consultant assigned to make inspections of the work performed and materials furnished by the contractor.
- 1.29. **Landscape Architect:** A person or firm that is authorized to practice landscape architecture pursuant to Florida Statute 481.311 (as amended).
- 1.30. **Modification:** A written Amendment to the Contract Documents approved by the County which includes but is not limited to the following:
  - 1.30.1. **Field Order:** A written clarification, interpretation, minor change or alteration issued by the Consultant.
  - 1.30.2. **Addenda:** A document written by the Consultant and approved by the County that is added to the original Contract Documents to clarify, revise, add to, or delete from the original Contract Documents or previous addenda. The document includes a written clarification or interpretation prepared by the Consultant.
- 1.31. **Notice of Award:** A written notice by County that the Consultant has been determined by an evaluation committee and the County Council to be highly qualified and approved for an award of a contract.
- 1.32. **Notice to Proceed:** The official letter from the County to the Consultant establishing a date on which the Task Assignment will commence.

- 1.33. **Original Expiration Date:** The date that this Contract was originally intended to expire excluding any extensions or renewals of this Contract for a time certain.
- 1.34. **Owner:** The owner is Volusia County for whom all Work or Services under this Contract and any Task Assignment related thereto are performed by the Consultant.
- 1.35. **Professional Services:** Those services within the scope of the practice of Architecture, Professional Engineering, Landscape Architecture, or registered Surveying and Mapping, as defined by the laws of the state, or those performed by any Architect, Professional Engineer, Landscape Architect, or registered Surveyor and Mapper in connection with his or her professional employment or practice.
- 1.36. **Project:** A fixed capital outlay study or planning activity described in the public notice of the County which includes the entire Scope of Work including the Scope of Work in any Task Assignment that shall be performed in accordance with the Contract Documents. A Project may include:
  - 1.36.1. A grouping of minor construction, rehabilitation, or renovation activities.
  - 1.36.2. A grouping of substantially similar construction, rehabilitation, or renovation activities.
- 1.37. **Project Manager or County Project Manager:** The County employee who is assigned to the Project and is responsible for the day-to-day administration and coordination of the Project for the County. The County may change the Project Manager at any time by providing notice to the Consultant.
- 1.38. **Proposal:** The document submitted by the Consultant in response to a formal solicitation used to determine if the Consultant is highly qualified.
- 1.39. **Request for Statement of Qualifications (RSQ):** An invitation process initiated and used by the County to select Consultant(s) or contractor(s) to perform work or provide services in a prospective project(s) based upon their apparent qualifications as submitted by them (respondents) in response to the invitation.
- 1.40. **Scope of Services/Work:** The general services/work, herein defined in this Contract, as well as the scope of work in a Task Assignment including responsibility for performing and complying with all incidental matters pertaining thereto, as set out in the Task Assignment.
- 1.41. **Services:** Those services are the Professional Services of work or tasks as defined in Section 287.055, F.S. to be performed by the Consultant as provided for under this Contract and any Task Assignment which shall be performed by a duly licensed professional Engineer or Engineering firm, Architect or Architectural firm, Landscape Architect or Landscape Architectural firm, Surveyor, and/or Mapper who is registered in the State of Florida.
- 1.42. **Shop Drawings:** All diagrams, illustrations, brochures, schedules, and/or other data which are prepared by Consultant or contractor, a Subconsultant, manufacturer, supplier, distributor, or other person on behalf of the contractor, and which illustrate the equipment, material, or some portion of the work.
- 1.43. **Specifications:** The document that establishes the material and performance requirements of goods and services.
- 1.44. **State:** State of Florida.

- 1.45. **Subconsultant:** A person other than a materialman or laborer who enters into a contract with a Consultant for the performance of any part of the Basic Contract.
- 1.46. **Sub-subconsultant:** A person other than a materialman or laborer who enters into a contract with a subconsultant for the performance of any part of such subconsultant's contract.
- 1.47. **Substantial Completion:** The date as certified by the County's Project Manager when the Task Assignment or Project or a specified part as agreed to in writing by the parties is sufficiently completed to the satisfaction of County or its designated representative, in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with the applicable Task Assignment.
- 1.48. **Task Assignment:** Specific, detailed services or work placed against an awarded and established continuing services Contract memorialized as an Amendment to this Contract by the parties prior to the commencement of such Work or Services by the Consultant.
- 1.49. **Work:** Any and all obligations, Services, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Consultant under the Contract Documents, including the furnishing of all labor, materials, equipment and other incident.

## 2. ORDER OF PRECEDENCE.

- 2.1 If Consultant finds a conflict, error, or discrepancy in the Task Assignment, it shall call it to the County Project Manager's attention, in writing, and request the County Project Manager's interpretation and direction before proceeding with the Work affected thereby. Such notice shall be provided by the Consultant to the County Project Manager in a timely fashion so as not to cause additional costs due to delay. In resolving such conflicts, errors, and discrepancies, the documents shall be given precedence in the following order:
  - 2.1.1 Modifications (i.e., amendments or field orders) to the contract
  - 2.1.2 The contract between the county and consultant
  - 2.1.3 Task Assignment
  - 2.1.4 Addenda, exhibits, or attachments material to the contract

## 3. SCOPE OF WORK.

- 3.1. **General Scope of Services.** The following general Scope of Services shall be governed by Section 3.2 of this Contract. The Consultant shall provide services under this Contract in accordance with the Scope of Services set forth in Exhibit "A".
  - 3.1.1. Provide all certifications ("Engineer of Record"), calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project except for those permits that the County is responsible to provide to the consultant such as environmental surveys/permits, wetland identification surveys, traffic impact studies, property surveys, geotechnical studies/reports and quality control testing;
  - 3.1.2. Prepare a time scaled diagram (Design Schedule) showing the proposed dates of completion of various design phases and scheduled completion of working drawings and technical specification manuals; submit the design schedule for County Project Manager's review and approval;

- 3.1.3. Obtain at least three quotes from Subconsultants if any part of the Task Assignment requires a Subconsultant to perform the Work;
- 3.1.4. Evaluate proposals furnished by the contractor or a construction management firm, if requested by the County. Cooperate with and facilitate the performance of duties of a construction manager, if so required by the County;
- 3.1.5. The Work or Services to be rendered by the Consultant shall be commenced, as specified in the Task Assignments as may be issued hereunder, and shall be completed within the time specified therein;
- 3.1.6. If specified in a Task Assignment, furnish consultation and advice during the construction of a project and perform construction administration or commissioning services;
- 3.1.7. Furnish all other architectural/engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in the Task Assignment:
  - 3.1.7.1. **Investigation Phase.** Consultant shall visit the project site, initiate and hold project meetings as may be necessary to develop the design and preliminary sketches of the contemplated project. The Task Assignment shall specify the required number of visits necessary for the Consultant to design/develop construction plans and technical specification. The Consultant shall confer with the project manager to ascertain the number of site/project meetings. The number of site visits and/or project meetings shall depend upon the complexity of the project.
  - 3.1.7.2. **Design/Construction Plans and Specification.** Consultant shall submit design development documents and estimates of the approved design to the County for review. Each plan package and its component parts shall be prepared in accordance with the Task Assignment. The plans shall be of sufficient detail indicating floor plan layout, elevations, outline specifications, to illustrate the size and character of the entire project in its essentials as to kinds of material, type of structure, mechanical and electrical systems (if applicable), site work, and such other work as may be necessary for a completely functioning project. Consultant shall submit a cost estimate, if requested, or opinion estimate for this phase of the work for review and approval by the County. The estimate shall include, as required for the project, the identification of costs for heating, ventilation, plumbing, air conditioning, electrical lighting and power.
  - 3.1.7.3. Notwithstanding, Section 3.1.7.2, Consultant shall submit a cost estimate, if requested, or opinion estimates during each phase of the work. Estimates shall be submitted between 30, 60, and 90 percent, and again at the 100 percent stage of completion or as specified in the Task Assignment. Each estimate will be utilized to review the Scope as may be necessary to complete the project within the construction budget. In the event that the project construction cost estimate exceeds the construction budget as set forth above, consultant shall, after review and upon written request of the County at Consultant's direct labor rates, pursuant to 3.2.6.1, continue to revise any or all of the project design, drawings, specifications, and estimates in a manner satisfactory to the County, until the revised estimate conforms to the County's budget. Consultant shall submit to the County for review the required number of sets of the contract

plans, the latest cost estimate, and complete specification books as specified in the Task Assignment.

- 3.1.7.4. Each 100% final construction plan package shall be accurate, legible, complete in design, and suitable for public bidding purposes. Construction drawings shall meet the following minimum plans and design documentation packaging requirements:

- 3.1.7.4.1. Cover/Key Sheet
- 3.1.7.4.2. Summary of Pay Items, if applicable
- 3.1.7.4.3. Reference Points, if applicable
- 3.1.7.4.4. Typical Sections
- 3.1.7.4.5. Miscellaneous Detail Sheet

- 3.1.7.5. Consultant shall also prepare final construction drawings and technical specifications suitable for inclusion in a County prepared bidding package. The construction documents shall be prepared at the drawing scales specified in the Task Assignment for the development of the following elements:

- 3.1.7.5.1. Statement of probable costs of the project
- 3.1.7.5.2. Layout/site plan
- 3.1.7.5.3. Grading and drainage plans
- 3.1.7.5.4. Technical specifications that define materials appropriate for construction

- 3.1.7.6. Following the approval of design development documents and estimates of cost by the County, Consultant shall prepare construction Contract Documents that include plans, suitable for reproduction for the project in complete detail as per the Task Assignment.

- 3.1.7.7. **Completed Plans, Specifications, Documents, and Cost Estimate.** Upon completion and final approval by the County of the plans, specifications, other Contract Documents, and detailed construction cost estimates and/or opinion estimate of construction cost per task assignment, Consultant shall deliver to the County in the medium and number of copies specified in the Task Assignment the following:

- 3.1.7.7.1. Any data or field notes obtained pertaining to the project, including data and field notes obtained from additional surveys;
- 3.1.7.7.2. Complete final approved original tracings or electronic files of contract plans;
- 3.1.7.7.3. Typed masters or electronic files of Contract Documents, other than plans, suitable for reproduction on 8" x 11" paper; and
- 3.1.7.7.4. The last cost or opinion estimate of the construction cost in detail for approval by the County.

- 3.1.7.8. **Permitting Phase Services.** If required in the Task Assignment, Consultant shall be responsible for applying and assisting the County in securing all applicable permits; for preliminary coordination with the County and other appropriate regulatory agencies so that the design efforts are properly directed

towards permit approval; for preparing and submitting permit packages based on preliminary coordination with the County; and for other appropriate regulatory agency requirements under the County's name at the time of submittal. Consultant shall include in the permit packages the site and system design information required by the County and other regulatory agencies, applicable sketches and calculations. Consultant shall respond to the requests of the County and other regulatory agencies concerning the submitted information; report to the County any requests for information not required at the time of permit submittal, as made known during the preliminary coordination; reproductions in excess of requirements; or regulation changes requiring permit resubmission. County shall be responsible for the permitting fees. The County, however, will not pay a fee to the Consultant when the Consultant is required to resubmit a permit package to a regulatory agency so as to address deficiencies, omissions, or corrections to the original permit package that are not attributable to changes in rules made by the regulatory agency after submission of the original permit package. Consultant shall attend the appropriate number of office and field meetings necessary for the preliminary coordination as set forth in a Task Assignment.

3.1.7.9. **Bidding Phase.** Consultant shall attend the pre-bid conference meeting at the location selected by the County. Consultant shall answer questions, as applicable, and take minutes as necessary for a written response; provide plan and specification clarification and prepare addenda to be issued by the County; review and evaluate bid packages from each respondent; and summarize in writing his/her recommendation based on the definition of responsive and responsible as defined in the Contract Documents.

3.1.7.10. **Construction Phase Services.** Consultant shall visit the project site, including attending job construction meetings, during construction to monitor the progress, quality of the work, and that the work is proceeding in accordance with the construction Contract Documents. During such visits, Consultant shall make reasonable efforts to protect the County against defects and deficiencies in the work of the contractors by informing the County Representative the work does not, in their opinion, conform to the Contract Documents. Consultant shall keep the County informed of the progress and quality of the work by submitting a written report of each visit. As part of the site visits, if required for the project, the Consultant's mechanical and electrical engineers shall also visit the project site and attend job construction meetings as requested to determine if the mechanical and electrical work is proceeding in accordance with the construction Contract Documents. Task Assignment shall specify the required number of visits necessary for the Consultant to monitor the progress and quality of work. Consultant shall perform the following tasks, including, but not limited to, assisting the County during the construction to verify that the project is completed in general conformance with the construction Contract Documents.

3.1.7.10.1. **Preconstruction Conference:** Consultant shall prepare the agenda, if requested; attend the County's preconstruction conference meeting; prepare and submit notes of the meeting.

3.1.7.10.2. **Design Clarification Responses:** Consultant shall provide technical interpretation of the plans/drawings, specifications, and Contract Documents; evaluate requested deviation from the approved design or specification; and review and respond to

requests for information (RFI) from the contractor. Consultant shall prepare supplementary sketches as may be necessary for clarification of construction plans and assist in resolving actual field conditions encountered.

3.1.7.10.3. **Site Visits:** Consultant shall visit the job site to monitor the progress and quality of the work and determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents including site visits for both substantial and final completion for each project. The Consultant shall route all job correspondence to the contractors through County.

3.1.7.10.4. **Pay Request Review:** Consultant shall determine based on the observations and surveillance, as set forth above and on the evaluation of the contractor's progress payment requests, the amount owed to the contractor(s) and transmit the contractor's payment requests to the County with recommendation for payment in accordance with the terms and conditions of the Contract Documents. The Consultant shall conduct visits to the project as necessary to determine the dates of Substantial and Final Completion and shall issue to the County a Final Certificate of Payment. Such certificate for payment shall constitute a representation of the Consultant to the County that the quantity of the work has been performed in accordance with the Contract Documents. The Consultant shall obtain from the contractor(s) periodic waiver of liens and "no lien affidavits" at each payment. Additionally, at completion of the project, Consultant shall obtain from the contractor(s) final waiver of lien, final "no lien affidavits," and final affidavit of release of liens prior to certification of Final Payment.

3.1.7.10.5. **"As-Built":** The Consultant shall prepare record drawings by reviewing and considering information or drawings provided by the contractor; revise original design drawings of the project and submit to the County hardcopy and an electronic file of the record drawing using information supplied by contractor.

3.1.7.10.6. **Shop Drawing Review:** The Consultant shall review shop drawings and other data that the contractor is required to submit. Consultant shall examine for compliance with design concept and recommend to County, approval or rejection of shop drawings and of material and equipment submitted as qualified for use in the project, based on literature and samples supplied by the Consultant through the County. Consultant shall submit to the County original drawings that will reflect all amendments to the Contract Documents. Consultant shall prepare any necessary amendments and assemble written guarantees required of the contractors.

3.1.7.10.7. **Project Close-Out:** The Consultant shall make final review of construction to determine if work was completed in general conformance of the construction contract documents; assist in the preparation of final "punch list" when the project is substantially completed; assist in negotiating the final payment for construction; and submit a final letter report upon which final settlement and



contract closeout can be based. If required, prepare and submit to Florida Department of Environmental Protection (FDEP) or Department of Health for approval, the FDEP certificate of completion of construction for both water and sewer.

**3.1.7.11 Deliverables.** Submit final design plans and support documents to the County for review and approval at specified junctures in the medium and number of copies specified in the Task Assignment. If required in the Task Assignment, each plan set submitted shall have the percentage completed for those submittals clearly indicated on the first sheet of each set of plans.

### **3.2. Performance Criteria:**

- 3.2.1. All Work or Services shall be performed in accordance with the Contract Documents and shall be approved by the County in writing prior to commencing any Work or Service(s) described herein or in a Task Assignment.
- 3.2.2. This Contract standing alone does not authorize the performance of any Work or Services to be provided by the Consultant or require the County to place any orders for Work or a Service. Authorization for performance of professional services by the Consultant under this Contract shall be in the form of written Task Assignments issued and executed by the County and signed by the Consultant. Each Task Assignment shall describe the Services required, state the dates for commencement and completion of the Work, and establish the amount and method of payment.
- 3.2.3. Notwithstanding the General Scope of Work and Services provision in Section 3.1., the Scope of Work for a Project shall be set forth with specificity and describe in detail all specifications, plan requirements, deliverables, additional performance criteria, maximum not-to-exceed compensation, the commencement and completion dates, materials, equipment, testing and any other item or criteria required to complete the Work or Services in the Task Assignment. Each Task Assignment shall relate to the General Scope of Work and Services in Section 3.1 and shall supplement this Contract and be made a part thereof.
- 3.2.4. All materials and labor necessary to complete a Task Assignment shall be furnished by the Consultant unless the Contract Documents state otherwise. Said materials shall be of good quality and as specified in the Contract Documents; and all work and labor will be performed, pursuant to Section 7.3.5, to the satisfaction of the County.
- 3.2.5. The Consultant shall provide the services required herein strictly in an independent contractor relationship with the County and, except as expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the County. For each purpose related to this Contract and each Task Assignment, Consultant and Subconsultants shall be independent contractors with respect to the County and nothing herein shall create any association, partnership, joint venture or agency relationship between them. The County shall not provide vehicles or equipment to the Consultant to perform the duties required by a Task Assignment under this Contract nor will the County pay for any business, travel, office or training expense or any other contract performance expense not specifically set forth in the scope of services of a Task Assignment. The Consultant is not exclusively bound to the County and may provide service to other private and public entities as long as the service by the Consultant for such entities does not conflict with the Consultant's services to the County in any Task Assignment.
- 3.2.6. As applicable to each Project performed by the Consultant during the term of this

Contract or Task Assignment, the County may at any time, by written order, make changes within the general scope of a Task Assignment and the Work and/or Services to be performed through Amendments to the Task Assignment. Except as provided in this Contract otherwise, if any such change causes an increase or decrease in the Consultant's cost of, or the time required for performance of, the Project Work or Services, an equitable adjustment shall be made and this Contract shall be amended through the Amendment of the Task Assignment in writing stating the equitable adjustment prior to the commencement of Work covered by the equitable adjustment. Any claim by the Consultant for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of the notification of change unless the County grants in writing an additional period of time before the completion of the Contract; otherwise, the claim shall be deemed waived. The Consultant shall proceed with the prosecution of the Work or Service as changed. Except as otherwise provided in this Contract, no charge for any extra work or materials shall be allowed or approved by the County.

3.2.6.1. **Changes to Scope of Work.** Either party may propose changes to the scope or time schedule of the Work or Services under a Task Assignment which shall be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Work or Services. The parties shall mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes shall be documented in one (1) or more Amendments to the Task Assignment signed by the County and Consultant prior to the commencement of Work or Services covered by the equitable adjustment. If, despite good faith negotiations, the parties are unable to agree to the terms of an Amendment to a Task Assignment, the parties shall follow the dispute resolution process provided under Section 18.

3.2.7. **Time is of the Essence.** Time is of the essence for each Task Assignment issued under this Contract and all Projects performed in accordance herewith.

3.2.8. For each purpose related to this Contract, Consultant's Subconsultants or Sub-Subconsultants shall be independent consultants with respect to the County and nothing herein shall create any association, partnership, joint venture or agency relationship between them.

3.2.9. County and Consultant shall exhaust all methods to resolve issues, including but not limited to, the dispute resolution procedures in Section 18 of this Contract before any action is taken to declare the County or Consultant in default of this Contract.

#### **4. TERM OF CONTRACT.**

4.1. Subject to Section 4.2, the Term of this Contract shall commence on the Effective Date of this Contract or when it is fully executed by all parties and **shall terminate three (3) years from the Effective Date.** Except as provided in Section 4.2 the expiration of the term of a Task Assignment issued under this Contract shall have no effect upon this Contract. This Contract may be renewed by the County if the County determines that renewal is in the best interest of the County and satisfies the requirements of Section 287.055, F.S. (as amended). Said renewal shall be in writing and made a part of this Contract and shall incorporate this Contract by reference.

4.2. All Task Assignments issued under this Contract shall terminate at the expiration of the term

of the Task Assignment, unless amended in writing by the parties, or the term of this Contract, except if a Task Assignment issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion Date of said Task Assignment, including any Amendments thereto, and after all Work or Services under the Task Assignment have been approved and accepted by County's Project Manager. As such, the obligations entered therein by both parties under this Contract and said Task Assignment shall remain in full force and effect until completion of all Work or Services performed under this Contract and/or the Task Assignment.

- 4.3. The Work or Services to be rendered by the Consultant shall be commenced, as specified in the Task Assignments as may be issued hereunder, and shall be completed within the time specified therein.
- 4.4. No new or additional Task Assignments shall be issued after the Original Expiration Date of this Basic Contract. The extension of this Contract to coincide with the completion of an existing Task Assignment issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the County or the Consultant to enter into a new or additional Task Assignment after the original expiration date of this Contract, unless this Contract is renewed prior to entering into an Contract for a new or additional Task Assignment.

## 5. CONTRACT PRICE AND COMPENSATION.

- 5.1. For Work, Services, or each separate Project performed under a Task Assignment during the term of the Contract, the Consultant shall be paid Compensation for all Work or Services performed in a Task Assignment, including labor and materials on a "fixed fee," "time and materials", "cost-plus-a-fixed-fee" or "guaranteed maximum-not-to-exceed" basis as applicable in the Task Assignment. The Task Assignment shall state the method of Compensation.

- 5.1.1. Regardless of the method of Compensation, e.g., "fixed fee", "time and materials", "cost-plus-a-fixed-fee" or "guaranteed maximum-not-to-exceed" basis, Compensation shall not be adjusted because of errors or omissions which are not the fault of the County in computing the Project or Task Assignment costs which result in an increase in the cost of the Task Assignment or because the time for completion varies from the original estimate, including completion or substantial completion of the Task Assignment prior to the scheduled or Contract or Task Assignment completion date or on account of County's election to furnish any of the Work or Services. In addition, Consultant shall certify in the Task Assignment that the original contract price or Compensation for a Project or Task Assignment and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price or Compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

- 5.1.2. **Reimbursable Expenses:** Subject to the County's Travel and Reimbursement Policy, Sections 112.061 (7) and (8), Florida Statutes (as amended), or their successor, reimbursable expenses include actual and verifiable expenditures without any mark-up made by the Consultant or Consultant's employees and/or agents that directly relate to the Task Assignment and to the expenses listed in the following subparagraphs:

- 5.1.2.1. Expenses of transportation, when traveling is directly related to the Project and necessary, based on and in accordance with the Scope of Work of a Task Assignment;

- 5.1.2.2. Long distance calls and telegrams;
  - 5.1.2.3. Fees paid for securing approval of authorities having jurisdiction over the tasks of the Project or Task Assignment;
  - 5.1.2.4. Expenses of reproductions;
  - 5.1.2.5. Postage and handling of drawings and specifications;
  - 5.1.2.6. Any other expenses related to the Project; and
  - 5.1.2.7. If authorized in the Task Assignment, the cost of other expenditures made by the Consultant that relate directly to the Scope of Work in the Task Assignment.
- 5.1.3. **Truth-in-Negotiation Certificate.** For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or Compensation in a Task Assignment over \$150,000.00, Consultant shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the Compensation are accurate, complete, and current at the time of contracting. Any Professional Service contract or Task Assignment under which such a certificate is required must contain a provision that the original contract price or Compensation and any additions thereto will be adjusted to exclude any significant sums by which the County determines the contract price or Compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or Compensation adjustments must be made within one (1) year following the end of the contract. Otherwise, such adjustments shall be deemed waived by the Consultant and null and void for the purposes of this Contract or the Task Assignment. The signature on this Contract by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
- 5.1.4. **Fixed Fee or Price & Guaranteed Maximum-Not-To-Exceed Compensation.** The total Fixed Fee or Price and Guaranteed Maximum-Not-To-Exceed Compensation for a Task Assignment shall be comprised of the total cost of the project, including all design engineering, materials, machinery, equipment, labor, temporary construction, capital spare parts, reimbursable expenses, all mark-ups for overhead and profit. In addition, the Task Assignment shall state with specificity the commencement and completion dates, all materials, contingency and escalation allowances, any and all expenses (including those referenced in Section 5.1.2 herein), and all other items of cost necessary to complete the Task Assignment, whether furnished by County, Consultant, third parties, or others. A Scope of Work for a Task Assignment specifying Compensation on guaranteed maximum-not-to-exceed basis shall allocate the guaranteed maximum-not-to-exceed price or Compensation among, and provide for payments against specified deliverables and performance.
- 5.1.5. **Retainage.** The County shall not withhold retainage from Compensation paid to a Consultant.
- 5.1.6. **Payments.**
- 5.1.6.1. **Punch List.** If County, in its reasonable discretion, does not consider a Project substantially complete, the County shall notify Consultant in writing giving the reasons. There shall be attached to the certificate a tentative list

of items to be completed or corrected before final payment, and the certificate shall state the time within which those items shall be completed or corrected, the time to be within the contract time. Disputes regarding payments shall be resolved through the dispute resolution procedure articulated in Section 18 of this Contract.

5.1.6.2. **Approval of Final Payment.** If, on the basis of the County Project Manager's observation and review of Consultant's Work or Services performed during the Task Assignment, final inspection and review of the final application for payment and the County Project Manager's satisfaction that the work has been completed and Consultant has fulfilled all of its obligations under the Contract Documents, County Project Manager, after receipt of the final application for payment, indicate in writing his or her approval of payment and present the application to Accounts Payable for payment. Otherwise, the County Project Manager shall return the application to the Consultant, indicating in writing the reasons for refusing to approve final payment, in which case the Consultant will make the necessary corrections and resubmit the application.

5.1.6.3. **Invoice Detail.** Regardless of the method of compensation, e.g., "fixed fee", "time and materials", or "guaranteed maximum not-to-exceed" basis, the Consultant shall submit an invoice for which Professional Services were rendered to the County in response to its request therefore upon the completion and acceptance of the services detailed in Section 3.1 herein. Each invoice shall show detailed explanations of the services accomplished by labor hours by classification, associated rates, any material or subcontracted costs and any indirect rates or costs in accordance with the prices set forth in a Task Assignment. All of the above shall sum to the total amount requested.

5.1.7. **Invoices.** Invoices or payment requests shall be addressed by Consultant and submitted to the County's Project Manager. The Consultant shall submit:

- A. ☒ A monthly statement for Professional Services rendered to the date of the statement. The monthly statements shall reflect the Work or Services actually completed at the time of billing.
- B. ☐ A Final Statement for each County requested Project indicating the Work or Services actually completed after final acceptance of said Work or Services by the County. The Consultant's determination of the Work or Services actually completed is to be prepared by the Consultant, and accompanied by such supporting data as may be required by the County Project Manager. County Project Manager shall review the Consultant's statement and notify the Consultant in writing within twenty (20) business days from receipt of the statement if any amounts requested are disputed or lack adequate support or documentation.

5.1.8. For each Task Assignment, Consultant shall submit a monthly statement for Professional Services rendered to the date of the statement. The monthly statements shall reflect the Work or Services actually completed at the time of billing. The Consultant's determination of the Work or Services actually completed is to be prepared by the Consultant, and accompanied by such supporting data as may be required by the County Project Manager. County Project Manager shall review the Consultant's statement and notify the Consultant in writing within twenty (20) days from

receipt of the statement if any amounts requested are disputed or lack adequate support or documentation.

- 5.1.9. The County may withhold payment of any specific invoiced charges in a pay request or monthly statement which it disputes in good faith and pay all undisputed charges on the invoice, pay request or monthly statement.
- 5.1.10. Within forty-five (45) days of acceptance by the County Project Manager of all the Work or Services for which Consultant has submitted the monthly statement of professional services, the Consultant shall be paid the unpaid balance of any money due for any undisputed Work or Services covered by said statement. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Part VII of Chapter 218 Florida Statutes (as amended).
- 5.1.11. **Taxes.** County is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for Work or Services performed under this Contract.
- 5.1.12. Pursuant to the terms and conditions articulated in this Contract, an appropriate fee shall be negotiated for each specific Project or Task Assignment to be performed under this Contract and such fee shall be stipulated, together with the Scope of Work for each Task Assignment or project, in separate Task Assignments to this Contract.
- 5.1.13. **Consultant's Continuing Obligations.** Consultant's obligation to perform the Work or services and complete the Task Assignment in accordance with the Contract Documents shall be absolute. Neither approval of any progress nor final payment to Consultant, nor the issuance of a certificate of substantial completion, nor any payment by County to Consultant under the Contract Documents nor any act of acceptance by the County nor any failure to do so, nor any correction of defective work by County shall constitute an acceptance of Work or Services not in accordance with the Contract Documents.
- 5.2 **Payment of Consultant's Subconsultants or Sub-Subconsultants.** Consultant shall save and hold the County harmless from any and all claims or actions by Consultant's Subconsultants or Sub-Subconsultants for payment of monies such Subconsultant or Sub-Subconsultant claims to be owed by Consultant for Work performed under this Contract.
- 5.3 Nothing in this Contract shall create any obligation on the part of the County to pay directly to any Subconsultants or Sub-Subconsultants of Consultant any monies due to such Subconsultant or Sub-Subconsultant or claims of a Subconsultant or Sub-Subconsultants for amounts owed by Consultant to Subconsultant or Sub-Subconsultant for Work performed under this Contract.

## 6. TERMINATION.

- 6.1. The performance of Work or Services under this Contract may be terminated by the County in accordance with this clause in whole or from time to time in part, upon at least thirty (30) days prior written notice to Consultant whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the subsequent date upon which such termination becomes effective.
- 6.2. **Non-Appropriation.** Notwithstanding any other term or provision of this Contract, the continuation of this Contract beyond a single fiscal year of County is subject to the appropriation

and availability of funds in accordance with Chapter 129, Florida Statutes. Termination by the County due to non-appropriation shall be without a termination charge by Consultant. County shall not be obligated to pay Consultant under this Contract beyond the date of termination except as set forth in this Contract. County's obligation to pay Consultant is limited to the budgeted amount for a fiscal year approved by the Volusia County Council for the then current fiscal year of this Contract and is otherwise limited to legally available non-ad valorem tax revenues.

- 6.3 Upon receipt of such notification, Consultant shall inform County of the extent to which performance is completed and unless notified in writing by the County otherwise, the Consultant shall take no further steps towards completion of the Project. Upon payment by County, Consultant shall deliver to County any and all completed Deliverables and Deliverables-in-progress that then exist for the Project. If the County terminates the Project due to the Consultant's failure to meet a completion deadline as set forth in this Contract, the County may seek the services for the Project from another consultant. Payment will be made to the Consultant pursuant to 6.4.15.
- 6.4. After receipt of a Notice of Termination as set forth in Section 6.1 above, and except as otherwise directed by the County, the Consultant shall:
  - 6.4.1. Stop work under this Contract on the date and to the extent specified in the Notice of Termination.
  - 6.4.2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under this Contract, as it is not terminated.
  - 6.4.3. Terminate all orders and subcontracts pursuant to this Section 6 to the extent that they relate to the performance of Work or Services terminated by the Notice of Termination.
  - 6.4.4. Assign to the County, in the manner, at the times and to the extent directed by the County, all of the right, title, and interest of the Consultant under the orders and subcontracts so terminated, in which case the County shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
  - 6.4.5. With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of a termination under Section 6. In addition, Consultant shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County:
    - 6.4.5.1. The sketches, calculations, reports, models, studies and other Work-in-process, completed Work or Services, supplies, and other materials produced as a part of, or acquired in connection with the performance of the Work or Services terminated by the Notice of Termination; and,
    - 6.4.5.2. The completed or partially completed designs, plans, drawings, information, and other property, which, if the Contract has been completed, would have been required to be furnished to the County.
  - 6.4.6. Consultant shall complete performance of such part of the Work or Services as shall not have been terminated by the Notice of Termination.

- 6.4.7. After receipt of a Notice of Termination, the Consultant shall submit to the County its termination claim, in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one (1) or more extensions in writing are granted by the County, upon request of the Consultant made in writing within such thirty (30) day period or authorized extension thereof. Upon failure of the Consultant to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Consultant by reason of the termination and shall there upon pay to the Consultant the amount so determined.
- 6.4.8. Subject to the provisions of Section 6.4.7., the Consultant and the County may agree upon the whole or any part of the amount or amounts to be paid to the Consultant by reason of the total or partial termination of work pursuant to Section 6 which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price or Compensation as reduced by the amount of payments otherwise made and as further reduced by the contract price of Compensation for Work not terminated. As such, the Contract shall be amended accordingly and the Consultant shall be paid the agreed amount. Nothing herein, prescribing the amount to be paid to the Consultant in the event of failure of the Consultant and the County to agree upon the whole amount to be paid to the Consultant by reason of the termination of Work or Services pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Consultant.
- 6.4.9. In the event of the failure of the Consultant and the County to agree as provided in Section 6.4.8. above upon the whole amount to be paid to the Consultant by reason of the termination of work pursuant to Section 6, the County shall pay to the Consultant the amounts determined by the County as follows, but without duplication of any amounts already agreed upon by the parties.
  - 6.4.9.1. For completed Work or Services accepted by the County, the price or prices or Compensation specified in the Contract for such work, less any payments previously made.
    - 6.4.9.1.1. Notwithstanding section 5.1.4., the total compensation shall include the total of the following:
      - 6.4.9.1.1.1. The costs incurred by the Consultant in the performance of the Work and Services terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the Work and Services paid or to be paid for under Sections 6.4.8., and 6.4.9.1., hereof;
      - 6.4.9.1.1.2. The cost of settling and paying claims arising out of the termination of Work or Services under subcontracts or orders as provided herein, which are properly chargeable to the terminated portion of the Contract exclusive of amounts paid or payable on account of work or services delivered or furnished by Subconsultants or Sub-Subconsultants prior to the effective date of termination, which amounts shall be



included in the costs payable herein.

- 6.4.10. This Contract may be terminated by the Consultant if the Consultant provides a minimum of thirty (30) days written notice to the County's Director of Purchasing and Contracts. In the event the Consultant breaches any of the terms and conditions of this Contract and after receipt of notice from the County of said breach and time to cure the same the Consultant fails to cure the breach, the County may take over the Work and Services and complete the Work or Services; or otherwise, the Consultant shall be liable to the County for any increased cost of the Project reasonably incurred by the County in the process of completing the Consultant's unfinished Work and Services. As such, County may apply unpaid Compensation due and owing to the Consultant prior to the default as a set off against the costs incurred by the County for taking over such Work or Services.
- 6.4.11. In the event that there is a partial termination of this Contract by the County or Consultant because of non-appropriation by County, subject to Section 4 - Term of Contract and Section 5 - Contract Price and Compensation, Consultant shall be paid in accordance with terms of this Section 6, to the date of termination on a prorated basis for any task, milestone, or Deliverable started but not completed which were designated for payment on a payment schedule provided to the County prior to the commencement of work on the task, milestone or Deliverable which is the subject of the partial termination. County's obligation to pay Consultant under this Contract is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of this Contract and is otherwise limited to legally available non-ad valorem tax revenues. Consultant shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation set forth in Section 5-Contract Price and Compensation. Consultant and County shall be obligated to continue performance under this Contract for the work or services within the Scope of Work or Services under this Contract which is not the subject of the partial termination by non-appropriation.
- 6.4.12. If termination of this Contract occurs for any reason:
  - 6.4.12.1. The County shall continue to have the unfettered right to use or access any license, designs, plans, or exhibits, any of the Deliverables or work products from tasks or milestones, arising under that Contract and produced pursuant to the Contract Documents for which the County has paid prior to termination of this Contract or for which County makes payment after termination of this Contract.
- 6.4.13. Except as otherwise provided in this Contract, Consultant shall return to the County all County Confidential Information in Consultant's possession and Consultant shall certify in a written document signed by the Consultant that all such information has been returned.
- 6.4.14. Except as provided in Section 6.4.12.1., the County shall return to Consultant or destroy all Consultant's Confidential Information in the County's possession (including, without limitation, all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment or other documents or property relating to such Consultant's Confidential Information and all copies of any of the foregoing (in whatever medium recorded)) and all Third-Party Products in its possession not yet accepted and not yet paid for in full together with all copies of documentation and other material related thereto, and shall certify in a written document signed by the County Project Manager that all such information

and material has been returned or destroyed.

6.4.15. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section 4 - Term of Contract, Section 5 - Contract Price and Compensation, and this Section 6, the County shall cause payments to be made to Consultant within thirty (30) days of receipt of invoice. Consultant shall invoice the County for any sums Contactor claims to be owed by County under this Contract for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within thirty (30) days.

6.4.16. In the event of termination by the County for non-appropriation, for all items or products ordered by Consultant before receipt by Consultant of the Notice of Termination which Consultant could not cancel without imposition of a fee, the County shall cause payments to be made to Consultant within thirty (30) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the vendor thereof prior to the effective date of the termination.

6.4.17. All provisions of this Contract which imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Contract.

## **7. RESPONSIBILITY OF CONSULTANT.**

7.1. Consultant shall be duly licensed under the laws of the State of Florida as an Architect, Engineer, Landscape Architect, Mapper or Surveyor for the purposes of this Contract and to satisfy the requirements of Section 287.055, F.S. (as amended).

7.2. Consultant's performance of Work or Services shall be in accordance with the terms and conditions of this Contract and the applicable Task Assignment(s). The Consultant's performance of Work or Services shall be as a professional consultant to the County to carry out the activities of a Task Assignment under the direction of the County's Project Manager.

7.3. Consultant shall perform Work or Services required under this Contract or Task Assignment, including but not limited to reports, studies, schedules, estimates, the development or preparation of plans, specifications, and cost estimates pertaining to a Project. Consultant shall confer with the County Project Manager to ascertain the functional or design criteria of each Task Assignment. The services of Consultant shall also include of the following:

7.3.1. Unless otherwise provided in this Contract or Task Assignment, Consultant shall commence in accordance with the Contract Documents the Services required for the Project or Task Assignment within ten (10) days of the County's Notice to Proceed.

7.3.2. Consultant shall verify to the County for the applicable Task Assignment that all designs, and specifications, and all data reports, studies, plans, bulletins, schedules, and other drawings therewith conform to the Scope of Work in the Task Assignment and applicable governmental regulations, statutes, and ordinances, including any amendments thereto. Said certification shall be in the form acceptable to the County and made a part of this Contract and attached to the Task Assignment and incorporated herein by reference.

7.3.3. Consultant covenants, and agrees that there are no obligations, commitments, or impediments of any kind that shall limit or prevent Consultant's performance of the Work or Services.

- 7.3.4. The Consultant covenants and agrees that it will not contract for or accept employment for the performance of any Work or Service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the County.
- 7.3.5. Consultant covenants and agrees that all of the Work or Services to be furnished by Consultant under this Contract and any Task Assignment from the inception of this Contract or Task Assignment until the Project has been fully completed, shall be of the standard and quality that prevail among similarly situated licensed professional consultants engaged in the Consultant's profession or practice in the State of Florida under the same or similar circumstances involving the design and/or construction of the Project.
- 7.3.6. Consultant covenants and agrees that all of the Work or Services to be furnished by Consultant shall be in accordance with the most current specifications or technology at the time this Contract is fully executed for projects such as the Project in the Task Assignment as of the time Consultant delivers to County the drawings, specifications and/or Deliverables. Thereafter, Consultant shall keep the County informed of any changes or advancements in such specifications or technology occurring any time prior to or during actual implementation of the Project.
- 7.3.7. Consultant covenants and agrees as follows:
  - 7.3.7.1. Consultant recognizes that its special talent, training, and experience caused the County to select Consultant to be the prime professional on the Project or Task Assignment;
  - 7.3.7.2. Consultant comprehends the specifications and requirements of the Scope of Work of the applicable Task Assignment and the use of the same in their entirety to provide Project Deliverables;
  - 7.3.7.3. Consultant possesses the special skills to recognize material errors or omissions that shall make a Deliverable fail to perform within the specifications and requirements of the Scope of Work for the applicable Task Assignment.
  - 7.3.7.4. That Consultant shall adhere to the standard of care applicable to a consultant with the degree of skills and diligence normally employed by a licensed professional in his field or practice performing the same or similar services or Work in compliance with all applicable federal, state, and municipal laws, regulations, codes, and ordinances.
- 7.3.8. Consultant covenants and agrees that any Project data, reports, studies, designs, drawings, specifications and requirements prepared by Consultant or its agents or subconsultants shall be completed, pursuant to Section 7.3.5. In addition, Consultant shall include in any such reports, studies, bulletins, schedules, designs, drawings, and/or specifications warnings about known hazards to the Project.
- 7.3.9. Consultant covenants and agrees to the following: (1) the Project plans and specifications shall conform to their foreseeable use in the Project with all the amenities as set forth in the plans and specifications in the Task Assignment; and, (2) the Consultant shall produce Deliverables made pursuant to Section 7.3.5. Consultant's duties, as set forth herein, shall at no time be in any way diminished by

reason of any approval by County of any plans or specifications in a Task Assignment, nor shall Consultant be released from any liability by reason of such approval by County, it being understood that County at all times is ultimately relying on Consultant's skill, expertise, and knowledge in preparing the plans and specifications or any other documentation. As such, said approval shall not be a defense to a claim or cause of action for contribution or indemnification by the County.

- 7.3.10. Consultant covenants and agrees that all persons connected with Consultant directly in charge of the professional work are duly registered and licensed under Florida law and pursuant to this Contract.
- 7.3.11. Consultant covenants and agrees that it shall be liable for all negligent acts, errors, or omissions proximately caused by Consultant, if any, in judgment relative to the Work or Services of any Task Assignment under which Consultant provides Work or Services.
- 7.3.12. Consultant covenants and agrees to call to County's attention anything of any nature in any deliverables, reports, studies, bulletins, schedules, designs, drawings, documentation, plans, specifications, requirements or instructions prepared by Consultant or data supplied to Consultant by the County or any other party that Consultant regards in Consultant's professional opinion as unsuitable, improper, or inaccurate in connection with the purposes for which such data is furnished in the Project.
- 7.3.13. Consultant covenants and agrees to furnish efficient business administration of the Project and perform all Work or Services in the most expeditious and economical manner consistent with the standard of care applicable to a Consultant with the degree of skills and diligence.
- 7.3.14. Consultant covenants and agrees that it shall, at its own cost, make good any defects in its Work or Services as soon as Consultant becomes aware of such defects or is notified of such defects. Should Consultant refuse or neglect to make good such defects within a reasonable time after receiving notice requesting such remedial work, then County, pursuant to Section 6., shall be entitled to make good such defective Services at the expense of Consultant and/or terminate this Contract and the Task Assignment. This commitment by Consultant is in addition to, and not in substitution for, any other remedy for defective Work or Services that County may have at law or in equity.
- 7.3.15. Consultant covenants and agrees to provide all necessary and required plans for the successful design or completion of a Project as agreed to in the Task Assignment's Scope of Work and as governed by this Contract. Written Deliverables shall be made and delivered in accordance with this Contract or Task Contract. Each written Deliverable shall be accurate, legible and suitable for public bidding purposes. For recommendations concerning the plan preparation of studies, plants, or specifications, the Consultant should refer to the latest applicable manuals as determined by the County Project Manager. All studies, plans, drawings or specifications must meet the County's requirements to obtain permits or government documents, licenses and certificates as applicable in a Task Assignment. In addition the Consultant shall have the following responsibilities:
  - 7.3.15.1. Consultant shall be responsible for preliminary coordination with the County and other appropriate regulatory agencies so that design efforts are properly directed towards permit approval;

- 7.3.15.2. If applicable in a Task Assignment, prepare permit packages based on preliminary coordination with the County and other appropriate regulatory agency's requirements at the time of submittal. The permit packages shall include site and system design information required by the County and other regulatory agencies, applicable sketches and calculations as set forth in the Task Assignment;
- 7.3.15.3. Consultant shall respond to the requests of the County and other regulatory agencies concerning the submitted information. The Consultant shall report to the County any requests for information not required at the time of permit submittal, as made known during preliminary coordination, reproductions in excess of requirements, or regulation changes requiring permit resubmission:
- 7.3.15.4. The County shall provide the permitting fees, but shall not pay an additional fee to the Consultant when the Consultant is required to resubmit a permit package to a regulatory agency so as to address deficiencies, omissions, or corrections to the original permit package that were the responsibility of the Consultant and that are not attributable to changes in rules made by the regulatory agency since submission of the original permit package:
- 7.3.15.5. Consultant shall review all design and shop drawings and other data that the contractor is required to submit to the County or any state, local or federal agency. These drawings shall be reviewed for general conformance with the design concept of the Project and scope of work of the Task Assignment and general compliance with the information given in the Contract Documents;
- 7.3.15.6. Consultant shall make final review of Project Deliverables to determine if Work or Services were completed in general conformance with the Contract Documents; and
- 7.3.15.7. Consultant shall prepare and submit a schedule or time line of each task listed in a Task Assignment.
- 7.3.16. **Annual Statement of Qualifications.** Annually, the Consultant shall submit to the County's Contracts Administrator statements of qualifications and performance data confirming that Consultant is a duly licensed and registered professional Architect, Engineer, Landscape Architect, or Surveyor and Mapper as applicable in connection with Consultant's professional practice and the Services or Work provided to the County under this Contract.
- 7.3.17. **Design Phase.** As required by the County, Consultant shall submit a certain number of sets of design development documents and/or estimates as specified in the Task Assignment to the County for review. The plans and specifications shall be of sufficient detail indicating, e.g., floor plan layout, elevations, outline specifications to fix and illustrate the size and character of the entire Project in its essentials as to kinds of material, type of structure, mechanical and electrical systems, site work, and such other work as may be necessary for a completely functioning Project or completed design drawings and specification. As requested by the County Project Manager, the Consultant shall submit a unit cost or opinion of cost estimate for this phase of the Work or Services for review and approval of County. This estimate or opinion shall include, e.g., identification of costs for heating, ventilation, plumbing, air conditioning, and electrical lighting and power, and other items applicable to the Project or Task

Assignment.

**7.3.18. Final Review of Plans, Specifications, and Estimates.**

7.3.18.1. As requested by the County or as set forth in a Task Assignment, Consultant shall submit to County for review copies of the Project plans and specifications, and copies of the latest detailed cost estimate.

7.3.18.2. Upon completion and final approval by County of the Project plans, specifications, other Contract Documents, and cost estimates (if required in the Task Assignment), Consultant shall deliver to County as part of the contract obligation or as set forth in the Task Assignment, unless otherwise noted completed plans, designs, drawings, specifications, documents, and cost or opinion estimates.

7.3.18.3. Consultant shall submit to County original drawings and specifications that shall reflect all amendments to the Contract Documents.

7.3.18.4. Consultant agrees to furnish all services, materials, labor, and all other items required to undertake and complete all Work or Services required by this Contract or any Task Assignment in accordance with the drawings, plans, and specifications submitted to the County by Consultant or relied upon by the Consultant to complete the Project or Task Assignment.

7.4. **Assurance.** Consultant gives County its assurance that all Work or Services performed under this Contract shall be timely performed and in accordance with the specifications and requirements of the Contract Documents and of any inspections (if applicable), tests (if applicable) or approvals required under the Contract Documents. All Work not conforming to the specifications and requirements of the Scope of Work of a Task Assignment or of the inspections, tests (if applicable) or approvals in a Task Assignment shall be considered materially defective and constitute a breach of this Contract or the Task Assignment.

7.5. **Tests and Inspections.** If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected and tested, and Consultant has agreed in a Task Assignment to perform such services, Consultant shall furnish the County's Project Manager with the required certificates of inspection, testing or approval. All tests shall be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization that may be required by law or the Contract Documents.

7.6. The Consultant shall be responsible for the professional and technical accuracy and the coordination of all data, reports and any other service furnished by the Consultant under this Contract or any Task Assignment. The Consultant shall, without additional cost to the County, correct or revise any errors or deficiencies in its Work or Service for which it is responsible.

7.7. All Work performed by Consultant including all general provisions, special provisions, job specifications, drawings, Addendum, Amendments to Task Assignments, written interpretations, and written orders for minor changes in Work, shall comply with the Scope of Work of a Task Assignment and all applicable local laws, codes, ordinances and statutes and the performance criteria in Section 3.2. Otherwise, if Consultant is an Architect or Engineer, only work certified by said consultant, which in whole or part constitutes a Deliverable in a Task Assignment, shall comply with the Scope of Work in a Task Assignment and all applicable local laws, codes, ordinances and statutes. Work not covered by Contract Documents in a Task Assignment shall not be required in a Project unless the County in its sole discretion determines

that it is required by reasonable inference as being necessary to produce the intended Deliverable(s).

- 7.8. If applicable in a Task Assignment, Consultant will supervise and direct all Work or Services efficiently. As such, Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures for the design or development of a Deliverable. Further, Consultant shall be responsible for assuring the County that finished Deliverables comply accurately with the Contract Documents or plans and specifications of the Scope of Work in the applicable Task Assignment.
- 7.9. Consultant will make periodic visits as delineated in the Task Assignment to the site to observe the progress and quality of the executed construction Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents or Task Assignment. The efforts of the Consultant shall be directed toward providing assurance for the County that all Work completed in a Task Assignment shall conform to the requirements of the Scope of Work of the Task Assignment. On the basis of Consultant's observations, skills and experience, Consultant shall keep the County informed of the progress of all Work and shall endeavor to guard the County against defects and deficiencies in the Work. As required in the Task Assignment, each site visit will be followed by a report to the client of known deviations from the Contract Documents or plans and specifications in the Scope of Work of a Task Assignment.
- 7.10. Consultant shall issue with reasonable promptness all written clarifications or interpretations of a Task Assignment (in the form of drawings or otherwise as requested by the County) that Consultant may determine are necessary, which shall be consistent with or reasonably inferable from the overall intent of the Task Assignment.
- 7.11. **Concerning Subconsultants.**
  - 7.11.1. Consultant shall not employ any Subconsultant, other person or organization against whom the County may have reasonable objection, nor shall Consultant be required to employ any Subconsultant against whom it has reasonable objection. Consultant shall not make any substitution for any Subconsultant who has been accepted by the County without the County's approval.
  - 7.11.2. County's disapproval or requirement of removal or replacement of Consultant's employee or Subconsultant shall be deemed for lawful reasons if in County's reasonable judgment, such Consultant 's employee or Subconsultant poses a threat or causes harm to the health, welfare, safety or morale of the County or its agencies, personnel or property or who fails any drug test administered in connection with this Contract, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under other than honorable conditions from any of the Armed Forces of the United States.
  - 7.11.3. Consultant shall be fully responsible for all negligent acts and omissions of its Subconsultant or Sub-subconsultants and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any Subconsultant and the County or any obligation on the part of the County to pay or to see to the payment of any moneys due any Subconsultant, except as may otherwise be required by law. County may furnish to any Subconsultant, to the extent practicable, evidence of amounts paid to Consultant on account of specific work done in accordance with the schedule of values.

- 7.11.4. Consultant agrees to bind specifically every Subconsultant to the applicable terms and conditions of the Contract Documents and the terms and conditions of Section 1-3 and 16 of this Contract for the benefit of the County.
- 7.11.5. The Consultant shall require all Subconsultants or Sub-subconsultants or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the County and the Consultant.
- 7.11.6. Any Subconsultants or contractors and/or outside associates required by the Consultant in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified for each Project assigned under this Contract. Any substitution of such subcontractors, Subconsultants or associates will be subject to the prior written approval of the County Project Manager.
- 7.11.7. Consultant shall save and hold the County harmless from any and all claims or actions by Consultant's Subconsultants or Sub-subconsultants for payment of monies such Subconsultant or Sub-subconsultants claims to be owed by Consultant for Work performed under this Contract or a Task Assignment, provided that the County has paid Consultant in accordance with the terms of this Contract.
- 7.11.8. Nothing in this Contract or a Task Assignment shall create any obligation on the part of the County to pay directly to any Subconsultants or Sub-subconsultants of Consultant any monies due to such Subconsultant or Sub-subconsultants or claims of a Subconsultant or Sub-subconsultant for amounts owed by Consultant to Subconsultant or Sub-subconsultant for Work performed under this Contract or Task Assignment.

## **8. AUTHORIZATION FOR SERVICES.**

- 8.1. **No Guarantee to Perform Projects.** The County makes no covenant or promise as to the number of available Projects, nor that the Consultant will perform any Project for the County during the life of this Contract. The County reserves the right to contract with other parties for the services contemplated by this Contract as determined in the County's sole and absolute discretion.
- 8.2. **Certifications for Completed Work.** Consultant shall sign and seal (hereinafter "Certification") all completed Work under a Task Assignment as required as a licensed professional or under Florida law; otherwise, the County Project Manager shall not have the authority to approve completed Work or Services and Consultant shall not be entitled to payment for the Work or Services covered by uncertified Work. In the event the County Project Manager accepts and approves completed Work bearing no such certification by the Consultant, such acceptance and approval shall not relieve Consultant or its subconsultants or agents of any liability for any defects, omissions or errors in the Deliverables of completed Work of a Task Assignment until such work is certified by Consultant.

## **9. INDEMNIFICATION.**

- 9.1. **Indemnification.** The Consultant shall indemnify and hold harmless the County, including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not



limited to, attorney's fees arising out of, resulting from, or incident to Consultant's performance of its obligations in whole or part of this Contract, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

9.1.1 In all claims against County, Consultant's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Consultant, or its employees, agents, Consultants, or subconsultants.

9.1.2 IN ACCORDANCE WITH FL STATUTE 558.0035:

(1) A DESIGN PROFESSIONAL EMPLOYED BY A BUSINESS ENTITY OR AN AGENT OF THE BUSINESS ENTITY IS NOT INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF A PROFESSIONAL SERVICES CONTRACT IF:

(A) THE CONTRACT IS MADE BETWEEN THE BUSINESS ENTITY AND A CLAIMANT OR WITH ANOTHER ENTITY FOR THE PROVISION OF PROFESSIONAL SERVICES TO THE CLAIMANT;

(B) THE CONTRACT DOES NOT NAME AS A PARTY TO THE CONTRACT THE INDIVIDUAL EMPLOYEE OR AGENT WHO WILL PERFORM THE PROFESSIONAL SERVICES;

(C) THE BUSINESS ENTITY MAINTAINS ANY PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THE CONTRACT; AND

(D) ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THE CONTRACT.

(2) AS USED IN THIS SECTION, THE TERM

“BUSINESS ENTITY” MEANS ANY CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP, LIMITED PARTNERSHIP, PROPRIETORSHIP, FIRM, ENTERPRISE, FRANCHISE, ASSOCIATION, SELF-EMPLOYED INDIVIDUAL, OR TRUST, WHETHER FICTITIOUSLY NAMED OR NOT, DOING BUSINESS IN THIS STATE.

- 9.2. **Confidential Information and Indemnification.** If Consultant is licensing or developing software (including derivative works) for use by the County, Consultant grants County a perpetual, fully-paid, non-assignable, non-exclusive, royalty-free license to use Consultant's software deliverables developed or licensed under a Task Assignment. Said license includes software owned by Consultant which is furnished under this Contract or a Task Assignment, for County's internal use with such use to include the right to modify such deliverable(s) and to create derivative works for such internal use including, without limitation, the right to use such deliverable(s).
- 9.3. Confidential Information and/or Trade Secret do not include the following:
- 9.3.1. Information already known or independently developed the party in possession; or
  - 9.3.2. Information in the public domain through no wrongful act of the party in possession; or
  - 9.3.3. Information received by the party in possession from a third party who was free to disclose it; or
  - 9.3.4. Information regularly disclosed to third parties without restriction on disclosure, or
  - 9.3.5. Information required to be disclosed by law or an order of a court of competent jurisdiction.
- 9.4. If Consultant is licensing, providing or developing software, including derivative works for use by the County, Consultant agrees to protect and indemnify and hold harmless the County, its agents, elected officials and employees of the County from and against any and all claims, demands, actions, and causes of action which may arise asserting that all or any part of the Consultant licensed applications provided under any software owned by Consultant and licensed to County or provided by Consultant for use thereof by the County, infringes or misappropriates any third party's United States patent, copyright or any trade secret protected under United States law.
- 9.4.1. In addition to the foregoing indemnification provision, Consultant shall also take the following steps to assure that County can continually use the software which Consultant has directly licensed to County or provided for use thereof by the County in substantially the same manner delivered or subsequently enhanced or modified by:
    - 9.4.1.1. Promptly replace the allegedly infringing or misappropriated item or items with compatible, functionally equivalent items which are not alleged to be infringing or misappropriated; or
    - 9.4.1.2. Promptly modify the alleged infringing or misappropriated item or items to

eliminate the alleged infringement or misappropriation without impairing County's intended use of the licensed applications and/or sublicensed applications in any manner; or

9.4.1.3. Promptly procure the right for the County to continue to use the licensed applications and/or sublicensed applications without modification; and

9.4.1.4. Unless otherwise agreed by the parties, promptly shall mean that the events described herein shall occur in no less than sixty (60) days from the date that notice of the claim is received by Consultant unless otherwise agreed by the Parties.

9.5 In the event that Consultant does not enable the County to use that which Consultant has delivered through accomplishing one or more of the alternatives set forth in above within aforementioned time period set forth herein during the term of this Contract, Consultant shall be in material default of this Contract and subject to Section 6 - Termination.

9.6. If Consultant is granting a license or develops software for the County under this Contract, it hereby warrants and represents that:

9.6.1. Consultant is the sole owner of all right, title, and interest in and to the Consultant licensed software, user manuals and documentation, including all patents, copyrights, copyright rights, trade secrets, trademarks, trade names and all proprietary and intellectual rights and confidential information contained therein, and that it is authorized to enter into this Contract and grant County a perpetual license; and

9.6.2. No portion of any licenses or right granted to the County to use Consultant's software pursuant to the terms of the applicable software license Contract of Consultant for any work performed under this Contract violates or is protected by right, title, interest or similar right of any third person or entity.

9.7 **Indemnification for Grant Funded Projects.** For any agreements that are funded or may in future be funded by Federal Emergency Management Agency (FEMA) Public Assistance grants or other Federal or State grants or program, the following shall apply: Consultant/contractor shall indemnify, defend and hold harmless the Florida Department of Emergency Management, its employees and/or their Consultants (FDEM) and the government of the United States, its employees and/or their Consultants (US), from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Consultant's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the FDEM, or US.

9.8 In all claims against FDEM or US, Consultant/Consultant's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Consultant/contractor, or its employees, agents, Consultants, or Subconsultants/subcontractors.

## 10. LIMITATION OF LIABILITY.

10.1. **Sovereign Immunity.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the County

beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

## **11. COUNTY REPRESENTATIVE.**

- 11.1. The Work or Services shall be provided by the Consultant under the direction of the authorized County Representative, except as limited by the County's Purchasing and Contracts Procedures (see [www.volusia.org/purchasing](http://www.volusia.org/purchasing)), who shall have decision authority subject to the requirements of the County's Purchasing Procedures Manual for all phases of the Work, including general direction, review and approval of the Work or Services.
- 11.2. Neither the County Representative's review, approval or acceptance of, nor payment for any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to the County for all costs of any kind which were incurred by the County as a result of the Consultant's negligent performance of the services furnished under this Contract.

## **12. REUSE AND OWNERSHIP OF DOCUMENTS.**

- 12.1. Provided that Consultant has been paid by County for all completed Work in the applicable Task Assignment in accordance with the terms of this Contract, the County shall have unlimited rights, for the benefit of the County, in all reports, statistical data, specifications, notes and other Consultant's work produced in the performance of this Contract, including right to copy plans for any purpose including for the use and maintenance of the Deliverable(s) of a Project. If County determines to reuse or adapt plans signed and sealed by Consultant, Consultant shall be entitled to further reasonable compensation at rates agreed upon by County and Consultant prior to executing and commencing any Work in a Task Assignment. Said rates shall be incorporated in the Task Assignment. Further, all documents prepared by Consultant pursuant to this Contract are instruments of service in respect of the Project or Task Assignment. The Consultant shall not be liable for the negligent reuse by the County of said documents.
- 12.2. All deliverables analyses, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the Consultant's Work or Services or that have been created during the course of the Consultant's performance under this Contract shall become property of the County and/or "works made for hire" (as defined under the 1976 Copyright Act (Title 17 of the United States Code) as amended) after final payment is made to the Consultant.

## **13. EXPERT WITNESS**

If requested by the County, the Consultant shall serve as an expert or professional witness for the County in any legal proceedings arising in connection with this Contract. The expert or professional witness fee for Consultant shall be a reasonable rate negotiated at the time the Consultant is called for such a duty.

## **14. AUDIT RIGHT AND RETENTION OF RECORDS**

- 14.1. County shall have the right to audit the books, records, and accounts of Consultant and its Subconsultants that are related to this Contract. Consultant and its Subconsultants shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Contract. Consultant shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of this Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Consultant shall, by written Contract, require its Subconsultants to agree to the requirements and obligations of this Section 14.1. Audits will be subject to applicable privacy and confidentiality laws and regulations and Consultant's privacy and confidentiality policies and procedures. All audits must be performed at Consultant's home office in Orlando, Florida. Nothing in this section shall require Consultant to violate any laws applicable to Consultant as a provider of Surveying and Mapping Services.

## **15. E-VERIFY.**

- 15.1 The Consultant covenants and agrees to the following provisions, as required by law:
- 15.1.1 If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.
  - 15.1.2 Consultant and any of Consultant's Subconsultants shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Consultant (or Consultant's Subconsultants) on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement.
  - 15.1.3 In the event Consultant enters into a subcontract, Consultant shall require, via written contract, the Subconsultant agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the subcontract; and (ii) provide Consultant with an affidavit stating that the Subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of this Agreement or the subcontract, whichever is longer. The Consultant shall provide a copy of such affidavit to the County before the Subconsultant begins any work associated with the Agreement. If the County has a good faith belief that a Subconsultant knowingly violated the requirements set forth in this Section 15 or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Consultant otherwise complied with this Section 15 and applicable law, the County shall promptly notify Consultant and order Consultant to immediately terminate its contract with the Subconsultant. Failure to comply with said order shall constitute a material breach of this Agreement.
  - 15.1.4 If the County has a good faith belief Consultant has knowingly violated, or if Consultant is found to have violated, this Section 15; Section 448.09(1), Florida

Statutes; Section 448.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal Consultants to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this Agreement by Consultant; (ii) Consultant shall indemnify, defend, and hold harmless the County from any resulting costs or expenses, including fines or penalties levied by a government agency and the County's loss or repayment of grant funds; (iii) the County may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Consultant shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Consultant acknowledges and understands that if the County terminates this Agreement in accordance with this Section 15, Consultant shall be ineligible for award of a public contract for at least 1 year after the date on which the Agreement was terminated.

## **16. INSURANCE REQUIREMENTS.**

The Consultant shall purchase and maintain at its own expense, during the term of this Contract the types and amounts of insurance with limits no less than those shown on Exhibit "B", in the form and from companies satisfactory to the County. Consultant shall provide the required insurance detailed in Exhibit "B" for the entire term of the Contract. Regardless of anything submitted as proof of insurance, Consultant shall comply with all requirements of Exhibit "B". For the purposes of Exhibit "B", the term "County" shall be defined as the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by Contract to provide additional insured status.

## **17. LOCAL GOVERNMENT POLICIES.**

**17.1. Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Consultant with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, [purchasing@volusia.org](mailto:purchasing@volusia.org), by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.**

By entering into this Contract, Consultant acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Consultant entering into a contract for services with the County is required to:

17.1.1 Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.

- 17.1.2 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 17.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.
- 17.1.4 Upon completion of the Contract, transfer, at no cost, to the County all public records in the possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 17.1.5 Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Consultant receives any such request, Consultant shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Consultant of such request, and the Consultant must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.
- 17.1.6 Consultant acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
- 17.1.7 Consultant further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County.

Consultant shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Consultant's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Consultant's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Consultant authorizes County to seek declaratory, injunctive, or other appropriate relief against Consultant from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

- 17.2. **Financial Records.** The Consultant agrees to maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. The County shall have the right to audit the books, records, and accounts of the Consultant that are directly related to this Contract. The Consultant shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Contract. The Consultant shall preserve and make available, at

reasonable times for examination and audit by the County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, the books, records, and accounts shall be retained until resolution of the audit findings; provided, however, that it shall be the County's responsibility to notify the Consultant of the pendency of such audit. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the County's disallowance and recovery of any payment upon such entry.

- 17.3. **Payments Subject to Appropriation.** Notwithstanding any other term or provision of this Contract, the continuation of this Contract or Task Assignment beyond a single fiscal year of County is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. If at any time funds are not appropriated for the Services and Deliverables provided or to be provided under this Contract or Task Assignment, cancellation shall be accepted by Consultant with thirty (30) days prior written notice, but failure to give such notice shall be of no effect. Termination by the County due to non-appropriation shall be without a termination charge by Consultant. County shall not be obligated to pay Consultant under this Contract beyond the date of termination except as set forth in Section 6 – Termination. County's obligation to pay Consultant is limited to the budgeted amount for a fiscal year approved by the Volusia County Council for the then current fiscal year of this Contract and is otherwise limited to legally available non-ad valorem tax revenues. Consultant shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation set forth in Section 5 – Contract Price and Compensation. The parties agree to review the Project Work plan and remaining Work to be performed in advance of each new fiscal year for the County to compare the funding allocated for the next fiscal year to the cost of the remaining Scope of Work of the Project or Task Assignment, to determine whether or not the allocated funding will be adequate to cover all Work to be completed in the next fiscal year. The cost of the remaining Project shall be the fixed fee/lump sum or price, maximum-not-to-exceed compensation less all amounts paid and less all amounts on pending undisputed invoices. Unless the parties agree that the funding allocated for the next fiscal year is adequate for the next fiscal year's Work, either party may terminate this Contract in accordance with the provisions of Section 6 – Termination.
- 17.4. **Truth-in-Negotiations.** Consultant's signature on this Contract or a Task Assignment shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Assignment are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Consultant has disclosed all debts or fees owed to or that are pending before the County prior to the execution of this Contract or a Task Assignment.
- 17.5. **No Code Violation or Past Due Debt.** The Consultant warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the County of Volusia Code of Ordinances, and does not owe the County any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Contract and the County shall have the right to terminate this Contract as set forth herein.
- 17.6. **Changes Due to Public Welfare.** The County and Consultant agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law or Ordinance.
- 17.7. **Compliance with Applicable Laws.** Consultant shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations,



and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Contract. Additionally, Consultant shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Contract from the federal government, State of Florida, County of Volusia or municipalities when legally required and maintain same in full force and effect during the term of this Contract.

- 17.8. **Nondiscrimination and Americans with Disabilities Act.** Consultant shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Contract. Consultant agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded or paid by County, including Titles I, II, and III of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. For internet/web Services: For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with the requirements set forth in the USDOJ Final Rule pertaining to services, programs, and activities offered by state and local government entities to the public through the web and mobile applications, published at 89 FR 31320, regardless of the effective date of same, in order to be deemed ADA compliant. The County will provide Consultant with prompt written notice with respect to any ADA deficiencies of which the County is aware and Consultant will promptly correct such deficiencies. If the County, the Department of Justice or other government entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of Consultant furnished or provided in connection with this Contract, Consultant shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Consultant further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Consultant's failure to comply with the ADA as required by this paragraph. In performing under this Contract, Consultant agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Contract because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

17.8.1. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes (as amended), persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the county's ADA Coordinator at 386-248-1760 for assistance, at least two business days before any meeting date. Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the county's ADA Coordinator at 386-248-1760. Read the full [ADA Notice](#) under The American with Disabilities Act (Title II). Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

- 17.9. **Drug Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Consultant agrees that it shall provide a drug-free environment to its personnel during the term of this Contract and will comply, subject to the prior receipt thereof, with the County's policies on drug-free and smoke-free work place during the term of this Contract.

- 17.10. **Background Checks.** Consultant and County understand that certain areas of the County's premises may not be available to Consultant's personnel without background checks and that such access is not required to perform the services contemplated by this Contract.
- 17.11. **Employment of Illegal Aliens.** Consultant certifies that it does not knowingly or willingly and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- 17.12. **Prohibition Against Contingent Fees.**
- 17.12.1. The Consultant warrants that he or she or it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that he or she or it has 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, compensation, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the County shall have the right to terminate this Contract or Task Assignment without liability and, at its sole discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 17.12.2. Consultant understands and acknowledges that any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for the Consultant, who offers, agrees, or contracts to solicit or secure County contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this State, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes (as amended).
- 17.12.3. Any Architect, professional Engineer, or registered Surveyor and Mapper, or any group, association, company, corporation, firm, or partnership thereof that is a Consultant under this Contract, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes (as amended).
- 17.12.4. Any County official, agent or employee who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the County and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes (as amended).
- 17.13. **EQUAL OPPORTUNITY; DISADVANTAGED BUSINESS ENTERPRISES:** During the performance of this Contract, the Consultant agrees as follows:

17.13.1. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, up-grading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17.13.2. County Code section 2-269, County Ordinance No. 90-20, § 9,5-17-90 of the County Council of the County of Volusia, establishing policies and procedures for the Disadvantaged and Women's Business Enterprises program shall be part of this Contract and the Consultant shall endeavor to fulfill the goals and policies of this Resolution as applicable to this Contract.

## 18. DISPUTE RESOLUTION.

18.1. The parties to this Contract shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Contract in accordance with the provisions set forth in this Section. The Consultant and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Contract or Task Assignment and any applicable Scope of Services. Issues shall be escalated to successive management levels as indicated in Section 18.3.

18.2. If a dispute develops between the parties concerning any provision under this Contract or Task Assignment, or the interpretation thereof, or any conduct by the other party under these Contracts, and the parties are unable to resolve such dispute within ten (10) days, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

18.3. Upon issuance of a Dispute Notice, the Project Managers or designated representative(s) shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers or designated representative(s) shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative(s) within ten (10) business days, the Project Managers or designated representative(s) shall escalate the dispute as indicated below.

Business Days	Consultant's Representative	County Representative
10	Consultant	Project Manager
10	Consultant's Local Officer	Director of Purchasing and Contracts
20	Consultant's COO or President	Deputy County Manager

18.4. **Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this section, either party may initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation, in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either

party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction. If litigation is prematurely commenced, it shall be stayed until the mediator makes the required certification. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Contract. Failure to comply with these dispute resolution procedures as set forth in this Article 11.3 Formal Dispute Resolution does not preclude a party from filing a claim or lawsuit in order to (i) preserve any rights or causes of action that may expire or otherwise lapse due to an applicable claims deadline or statute of limitations or repose or (ii) seek emergency or other injunctive relief as appropriate to preclude irreparable harm or damage. This paragraph survives termination, cancelation, or expiration of this Contract.

## **19. FORCE MAJEURE.**

19.1. Neither party shall be liable for any failure or delay in the performance of its obligations under the Contract to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Contract, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

19.1.1. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Contract that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

19.1.2. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Contract. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

19.1.3. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Contract Amendment pursuant to the terms of the Contract.

## **20. CLAIMS NOTICE.**

20.1. The Consultant shall timely report in writing to the County's Director of Risk Management any incident which it believes might result in a claim or claims against the County under any of the coverages mentioned herein.

Name: County of Volusia  
Human Resources Division/Risk Management

Address: 125 West New York Avenue, Suite 141  
DeLand, Florida 32720  
Telephone: (386) 736-5963  
Fax: (386) 822-5006

## **21. SUCCESSORS AND ASSIGNS.**

21.1. Consultant may not assign or otherwise convey Consultant's rights and/or obligations under this Contract without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to posting a performance bond. Any consent by the County under this Section shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Consultant desires to assign or otherwise convey its rights and/or obligations under this Contract, Consultant no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00).

Failure by the Consultant to obtain the County's consent in accordance with this Section prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this Section, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the County in accordance with the Contract to the Consultant or any person or entity prior to the Consultant obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without amendment to the Contract.

- 22. ADDITIONAL RIGHTS AND REMEDIES.** The rights and remedies of the County provided for under this Contract are in addition to any other rights and remedies provided by law; the County may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, with-holding, recoupment, or counterclaim, either during or after performance of this Contract.
- 23. MBE.** This Contract is entered into by the County and Consultant pursuant to the minority business enterprise procurement goals under Section 287.09, F.S. (as amended).
- 24. CONTROLLING LAW.** This Contract or Task Assignment is to be governed by the laws of the State of Florida. Venue for any litigation between the parties to this Contract or Task Assignment shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorneys' fees relating to any dispute arising under the Contract, unless otherwise stated herein.
- 25. MODIFICATIONS TO CONTRACT.** This Contract or Task Assignment and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.
- 26. NOTICE.** All notice required under this Contract or Task Assignment shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

<b>In the case of County:</b>	<b>with a copies of legal notices to:</b>
County of Volusia Attn: Director of Purchasing and Contracts Address: 123 W. Indiana Ave., Room 302 DeLand, Florida 32720  Phone: (386) 736-5935 Fax: (386) 736-5972	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Room 301 DeLand, Florida 32720  Phone: (386) 736-5950 Fax: (386) 736-5990
<b>In the case of Consultant:</b>	<b>with a copy of legal notices to:</b>
DRMP, Inc. Attn: Joseph Di Benedetto, Senior VP Address: 941Lake Baldwin Lane Orlando, Florida, 32814 Phone: 407-896-0594 E-mail: <a href="mailto:jdibenedetto@drmp.com">jdibenedetto@drmp.com</a>	DRMP, Inc. Attn: Contract Administration Address: 1200 17th Street, Suite 860 Denver, CO 80202 Phone: 833-487-4566 E-mail: <a href="mailto:contracts@trilongroup.com">contracts@trilongroup.com</a>

## 27. COUNTY DATA.

- 27.1 Consultant agrees and understands that all files and other information and data created in connection with the administration of this Contract constitute a public record, except to the extent it is exempt or proprietary under Florida Law (Chapter 119, Florida Statutes) from disclosure or as preempted by federal law. Consultant agrees to maintain for public record access such files and to maintain for public access such files after termination of this Contract to the extent required by the laws of the State of Florida.
- 27.2 Upon any termination or expiration of this Contract, Consultant, upon County's written request, shall promptly deliver, but not more than thirty (30) days after County's request, to County an extract of County's data hosted in the System in XML format or such other format as mutually agreed upon by County and Consultant.
- 27.3 THE ABOVE DUTIES AND OBLIGATIONS SHALL SURVIVE THE CANCELLATION OR TERMINATION OF THIS CONTRACT.
- 27.4 Location of County Data. Consultant shall not out-source any development and/or support for this Contract or transfer any County Data outside the territorial limits of the United States of America, without the written approval of the County.

28. **CONFLICTS.** Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment related to its performance under this Contract. Consultant further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support

thereof, in any action or in any administrative or legal proceeding. In the event Consultant is permitted pursuant to this Contract to utilize Subconsultants to perform any Services required by this Contract, Consultant agrees to require such Subconsultants, by written Contract, to comply with the provisions of this section to the same extent as Consultant.

29. **REFERENCES TO COUNTY OR CONSULTANT.** Consultant agrees that during the term of this Contract, except as provided herein, Consultant may not reference County in Consultant's website, and/or press releases, and, may not place County's name and logo on Consultant's Web site or in collateral marketing materials relating to Consultant's products and Services without prior review and written approval by County. Further, Consultant agrees that it may not use County's name, logo or any trademarks (including in any press releases, customer "case studies," and the like) without County's prior written consent. Termination or expiration of this Contract shall not affect Consultant's obligation in this regard and such obligation shall survive the termination or cancellation of this Contract.
30. **BANKRUPTCY RIGHTS AND COUNTY.** All rights and licenses granted under or pursuant to this Contract or any attachments hereto by Consultant to County are, and shall otherwise be deemed to be, for purposes of Section 365 (n) of the United States Bankruptcy Code (the "Code"), or replacement provision therefore, licenses to rights to "intellectual property" as defined in the Code. The parties agree that County, as licensee of such rights under this Contract, shall retain and may fully exercise all of its rights and elections under the Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against Consultant under the Code, County shall be entitled to retain all of its rights under this Contract.
31. **WAIVER OF BREACH AND MATERIALITY.** Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
32. **SEVERANCE.** In the event this Contract or a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the extent practicable unless County or Consultant elects to terminate this Contract.
33. **ENTIRE CONTRACT.** This Contract contains the entire contract between Consultant and County. Any modifications to this Contract shall not be binding unless in writing and signed by both parties.
34. **APPLICABLE LAW, VENUE AND WAIVER OF JURY TRIAL.** This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Contract shall be exclusively in the state courts of the Judicial Circuit of County of Volusia, Florida, unless one or more causes of action are solely cognizable in federal court, in which case, venue for and jurisdiction over such dispute(s) shall be in the Middle District of Florida, Orlando Division. By entering into this Contract, Consultant and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Contract.
35. **PRIOR CONTRACTS.** This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

36. This Contract or Task Assignment, together with any exhibits, schedules, attachments and amendments thereto constitute the entire Contract between County and Consultant and supersede all prior written or oral understandings.
37. **Scrutinized Companies-FL Statute Section 287.135 and 215.473.** Consultant must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Consultant must also certify that Consultant is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Consultant must have submitted the certification form with their response to County Solicitation 24-SQ-181KW. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Consultant of the County's determination concerning the false certification. The Consultant shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.


**38. Electronic Signatures**


Vendor acknowledges that Joseph DiBenedetto [name of title of signatory] (the "Authorized Signatory") is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.


**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



**IN WITNESS WHEREOF**, the parties have made and executed this Contract for Professional CDBG-DR Surveying and Mapping Services, the day and year below written.

Attest:  
Signed by:  
  
C36FF4323F2A4BA...  
Dana Johnson  
Executive Assistant  
Date: 10/30/2024 | 07:56:43 EDT

**COUNTY OF VOLUSIA**  
Signed by:  
BY:   
2265F6E1F09043E...  
George Recktenwald  
County Manager  
Date: 10/30/2024 | 07:55:29 EDT

Attest:  
Signed by:  
  
3879D3E9D4444DE...  
Signature  
Frank Lopez  
Print Name  
Survey Project Manager  
Title  
Date: 10/29/2024 | 13:58:48 EDT


**DRMP, INC.**  
Signed by:  
BY:   
6BE6EF7AC845443...  
Signature  
Joseph DiBenedetto  
Print Name  
Sr. Vice President  
Title  
Date: 10/29/2024 | 10:50:04 EDT

Exhibit "A" – Scope of Services  
Exhibit "B" - Insurance Requirements  
Exhibit "C" – Proposal

## Exhibit A - Scope of Service

Consultant shall provide land surveying and mapping services for projects and programs supported by the U.S. Dept. of Housing and Urban Development ("HUD"), utilizing funding from sources such as Community Development Block Grant – Disaster Recovery (CDBG-DR). Services shall include, but not be limited to: preliminary elevation certificates, post/final elevation certificates, various types of surveys depicted in the Florida Administrative Code chapter 5J-17, preparation of legal descriptions, roadway design surveys, topographic surveys, expert witness, property/boundary survey, construction layout, title work/deed investigation, Global Positioning System (GPS) data collection, tree surveys, right-of-way surveys, wetland surveys, utility/public infrastructure surveys, and specific purpose surveys as well as optional specialty services including Aerial Ortho-photography, Aerial LiDar, mobile data collection, Geographic Information System (GIS) database creation and management, bathymetric surveys, land purchase/management feasibility and due diligence studies.

Services assigned may include but are not necessarily limited to any of the following:

- Preliminary elevation certificate
- Post/final elevation certificate
- Topographic surveys
- Property/boundary surveys
- Construction layout and verification
- Serve as the Surveyor of Record for County Projects
- Peer review of survey work performed by others
- Title work / deed investigation
- Global Positioning System (GPS) data collection
- Services in support of in-house design and survey
- Tree surveys
- Wetland surveys
- Utility / public infrastructure surveys
- Specific purpose surveys
- Final Measure / Record Surveys / As-Built Survey
- Alta Surveys
- Plat review
- Land Development Review
- Maintenance Maps for prescriptive Right-of-Way determination
- Right-of-Way survey, mapping and acquisition
- Optional specialty services including:
  - Aerial Ortho-photography
  - Aerial LiDar

- Mobile data collection
  - Geographic Information System (GIS) database creation and management
  - Bathymetric surveys
  - Land purchase/management feasibility and due diligence studies
- Any survey-related tasks including, but not limited to, services needed for capital projects, property transactions, or other associated planning, design, permitting, post-design, or adjunct services as needed.

Consultant shall be a State of Florida Licensed Professional Land Surveyor (PLS) and Mapper.

TYPE OF INSURANCE		
WORKERS COMPENSATION		Florida Statutory Coverage
<input checked="" type="checkbox"/> Waiver of subrogation in favor of County		
COMMERCIAL GENERAL LIABILITY	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> Occurrence Basis	
	GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> Blanket Contractual Liability	
	Premises-Operations	\$ 1,000,000
	<input checked="" type="checkbox"/> Waiver of subrogation in favor of County	
	Products & Completed Ops	\$ 1,000,000
	<input checked="" type="checkbox"/> County Additional Insured for Premises & Operations <b>and</b> Products & Completed Operations.	
Personal & Adv Inj.	\$ 1,000,000	
<input checked="" type="checkbox"/> Primary & non-contributory with any insurance or self-insurance available to or maintained by County	Fire Damage \$	
<input checked="" type="checkbox"/> Independent Contractors	\$	
AUTO LIABILITY	Combined Single Limit	\$ 1,000,000
	<input checked="" type="checkbox"/> Any Auto	
	<input checked="" type="checkbox"/> Waiver of Subrogation in favor of County & FDOT	
	Bodily Injury (Per person)	\$
	<input checked="" type="checkbox"/> County & FDOT	
	Bodily Injury (Per accident)	\$
Property Damage (Per Accident)	\$	
Note: If contractor does not have “Coverage Symbol 1: Any Auto”, Contractor is limited to use of covered autos only.		
PROFESSIONAL LIABILITY	\$ 1,000,000 per Claim \$ 2,000,000 Aggregate	
CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:		
Certificate Holder:  County of Volusia  Purchasing & Contracts Division  123 W. Indiana Avenue, Room 302  DeLand, FL 32720	Risk Management Division  	

**24-SQ-181KW****EXHIBIT B**

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart above, in the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a “named insured”, “additional named insured”, or “additional insured”, the term “County” includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements as stated in the solicitation and/or contract documents.

**2. Subcontractors and Independent Contractors**

All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart and described below in this Exhibit.

**3. Claims Made Basis Insurance Policies**

All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor’s purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

**4. Risk Retention Groups and Pools**

Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

**5. Minimum Required Policies and Limits**

Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart.

**6. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis**

Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor’s insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Contractor’s actual limits, whichever is higher.

**24-SQ-181KW****EXHIBIT B**

All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County. The Contractor shall utilize ISO Form CG 20 38 04 13 and CG 20 37 04 13 or equivalent to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

### 7. Workers' Compensation

Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory. Policy shall include a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law and the insurance carrier of the PEO execute a waiver of subrogation in favor of the County, its employees and insurers.

(1) Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

### 8. Commercial General Liability Insurance

The Contractor shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury,

**24-SQ-181KW****EXHIBIT B**

Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 38 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. Contractor shall require its subcontractors performing work under this Agreement to add the County and any other party that the County has agreed by separate contract to require Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

**9. Motor Vehicle Liability**

The Contractor shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in the Required Types and Limits of Insurance Chart, per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above with "Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart.

**10. Professional Liability**

The Contractor shall ensure that it secures and maintains, during the term of the Agreement, Professional Liability insurance with limits of no less than the amount shown in the Required Types and Limits of Insurance Chart in respect only to the project(s) [Risk Manager: if not project specific, do not include highlighted language] contemplated by the Agreement. Such policy shall cover all the Contractor's or its Subcontractor's professional liabilities whether occasioned by the Contractor or its Subcontractors, or its agents or employees [and broad enough to include errors and omissions specific to Contractor's professional liability for direct and contingent design errors and Architect's/Engineers professional liability with no exclusions for design-build work]. The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart.

If the Contractor fails to secure and maintain the professional liability insurance coverage required herein, the Contractor shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance.

**11. Primary and Excess Coverage**

Any insurance required may be provided by primary and excess insurance policies.

**12. Insurance Requirements**

A. General Insurance Requirements:

**24-SQ-181KW****EXHIBIT B**

(1) All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

(2) Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

(3) Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).

(4) County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.

(5) Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.

(6) Deductibles. Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with the solicitation section detailing Questions, Exceptions, and Addenda, to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

(7) Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

### 13. Proof of Insurance

A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.



**24-SQ-181KW****EXHIBIT B**

B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.

C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Exhibit. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement, but County has no obligation to renew any policies.

E. The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

## EXHIBIT C



County of Volusia  
Purchasing and Contracts  
Pam Wilsky, Director  
123 W. Indiana Ave., DeLand, FL 32720

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### [DRMP, INC.] RESPONSE DOCUMENT REPORT

RSQ No. 24-SQ-181KW

[CDBG - DR Surveying and Mapping Services](#)

RESPONSE DEADLINE: August 22, 2024 at 3:01 pm

Report Generated: Friday, August 23, 2024

### DRMP, Inc. Response

#### CONTACT INFORMATION

**Company:**

DRMP, Inc.

**Email:**

marketingdept@drmp.com

**Contact:**

Lisa Greene

**Address:**

941 Lake Baldwin Lane  
Orlando, FL 32814

**Phone:**

(407) 896-0594

**Website:**

N/A

**Submission Date:**

Aug 22, 2024 3:19 PM

[DRMP, INC.] RESPONSE DOCUMENT REPORT  
RSQ No. 24-SQ-181KW  
CDBG - DR Surveying and Mapping Services

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## ADDENDA CONFIRMATION

Addendum #1  
*Confirmed Aug 22, 2024 3:19 PM by Lisa Greene*

## QUESTIONNAIRE

### 1. Termination Language Acceptance \*

By checking yes, the Respondent agrees to the special conditions as contained in the section titled "Termination" of this solicitation.

Yes

### 2. Sample Contract/Agreement receipt\*

By checking yes, the Respondent acknowledges that the firm has received and reviewed the sample contract/agreement attached.

Yes

### 3. Compliance with E-Verify Federal Requirements \*

By checking yes, the Respondent agrees to comply with the E-verify requirements as described in the Compliance with E-Verify Federal Requirements herein.

Yes

### 4. Registration on SAM.gov\*

For any federally funded project, respondent agrees to register on SAM.gov if awarded a contract under this solicitation.

Yes

[DRMP, INC.] RESPONSE DOCUMENT REPORT  
RSQ No. 24-SQ-181KW  
CDBG - DR Surveying and Mapping Services

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**5. Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions\***

By checking yes, the Respondent agrees to comply with the FEMA federal contract provisions as described in section titled: .  
Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions

Yes

**6. Public Records\***

By submitting this proposal or entering into this contract, Contractor/Proposer acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.

Yes

**7. Content of Solicitation Response \***

By checking yes, the Respondent acknowledges the information provided in the General T's and C's titled Content of Solicitation Response regarding offer submission.

Yes

**8. Name and Title of Authorized Agent of the firm (from General Terms and Conditions)\***

Vendor acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and that submitting a bid via the County's eProcurement Portal shall be the act of and attributable to the Authorized Signatory to bind the company. By submitting this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed submittal as authorized firm commitment and for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Please provide the Complete Name and Title which shall indicate acknowledgment.

[DRMP, INC.] RESPONSE DOCUMENT REPORT  
RSQ No. 24-SQ-181KW  
CDBG - DR Surveying and Mapping Services

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Joe Di Benedetto, PLS, Vice President

**9. Do you or any owner(s), principal(s), or officer(s) of your firm currently serve on any Volusia County board(s) or committee(s)?\***  
Please indicate response.

No

**10. If you indicated YES to Volusia County board/committee question above...**

If you indicated YES to the question above regarding owners, principals, or officers of the firm serving on any Volusia County board(s) or committee(s), please list the individual's full name(s) and the board(s) and/or committee(s) on which they serve.

N/a

**11. Scope of Services \***

By checking yes, vendor acknowledges the above and/or included Scope of Services and will furnish said services according to the specifications or scope of services detailed within this RSQ if awarded.

Yes

**12. REVISIONS | ADDENDA | QUESTIONS & ANSWERS \***

By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the bid closing date and have given consideration to all information in preparing the response to this solicitation. Selecting YES will serve as confirmation of acknowledgement.

Yes

**13. Please provide Proof of Insurance\***

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.

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Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response  
FORPROPOSALPURPOSES\_W34104723.pdf

#### **14. Hold Harmless Agreement.**

Please download the below documents, complete, and upload.

Only upload if applicable in accordance with Florida Law.

- [Volusia Hold Harmless Agree...](#)

Hold\_Harmless\_Agreement.pdf

#### **15. Forms**

##### PROPOSAL FORM \*

Please download the below documents, complete, and upload.

- [RSQ\\_Proposal\\_Form\(499041\).pdf](#)

RSQ\_Proposal\_Form(499041).pdf

##### W9\*

Please attach current W-9 Form.

W-9-Form\_04.01.2024.pdf

##### CONFLICT OF INTEREST \*

The award of this solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its

[DRMP, INC.] RESPONSE DOCUMENT REPORT  
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subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

No

ENTER EXPLANATION OF THE CONFLICT OF INTEREST AS INDICATED ABOVE.

If you answered YES to Conflict of Interest Question please provide your explanation here:

N/a

#### PROHIBITION AGAINST CONTINGENT FEES \*

Please download the below documents, complete, and upload.

Respondent shall properly complete, notarize and upload the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

- [RSQ Prohibition Against Con...](#)

Prohibition\_Against\_Contingent\_Fees.pdf

#### PUBLIC ENTITY CRIME \*

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, 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 Submittal Package (Bid Response) on a contract

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[DRMP, INC.] RESPONSE DOCUMENT REPORT

Request For Statement of Qualifications - CDBG - DR Surveying and Mapping Services

Page 6

[DRMP, INC.] RESPONSE DOCUMENT REPORT  
RSQ No. 24-SQ-181KW  
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to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) 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 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

Yes

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION \*

By selecting 'Yes', the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; 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.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Yes



[DRMP, INC.] RESPONSE DOCUMENT REPORT  
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CDBG - DR Surveying and Mapping Services

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EXPLANATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Enter explanation of the 'No' response to the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

N/a

SCRUTINIZED COMPANIES CERTIFICATION \*

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.'

[DRMP, INC.] RESPONSE DOCUMENT REPORT  
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Yes

**DRUG-FREE WORKPLACE \***

By selecting "Yes", Respondent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

Yes

**16. Proposal**

Proposals shall be clear, concise and submitted per the solicitation requirements. Documents shall be uploaded by the Respondent to the appropriate section.

**Failure to provide the required information may result in the proposal not being considered.**

**LETTER OF INTEREST**

Respondents submitting letter of interest from an authorized representative shall provide additional documentation from the corporate officer or principal authorizing the representative to bind the firm to a contract. Joint ventures shall submit a statement of participation by a principal of each member of the joint venture with their proposal.

DRMP,\_Inc.\_Response\_to\_RFQ\_24-SQ-181KW\_-\_Letter\_of\_Interest.pdf

**QUALIFICATIONS OF THE FIRM AND THE EMPLOYEES THAT WILL BE ASSIGNED TO THE COUNTY ; LITIGATION\***

Proposers shall upload all required documents detailed in the Evaluation Phases Section of this Solicitation..

DRMP,\_Inc.\_Response\_to\_RFQ\_24-SQ-181KW-2\_-\_Qualifications\_of\_the\_Firm\_and\_Employees.pdf

**EXPERIENCE\***

Upload detailed experience information as requested in the Evaluation Phases Section of this Solicitation.

DRMP,\_Inc.\_Response\_to\_RFQ\_24-SQ-181KW-3\_-\_Experience.pdf

**PROJECT APPROACH\***

[DRMP, INC.] RESPONSE DOCUMENT REPORT  
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Upload a detailed project approach as requested in the Evaluation Phases Section of this Solicitation.

DRMP,\_Inc.\_Response\_to\_RFQ\_24-SQ-181KW-4\_-\_Project\_Approach.pdf

**SIMILAR PROJECTS AND REFERENCES: \***

The information provided in this section, must be current and the County must be able to contact references for verification as part of the evaluation process.

Unless specifically asked by the County, the County of Volusia shall not be listed as a reference. The respondent shall provide examples of similar projects which best illustrates the Consultant's qualification for the scope of services.

The respondent shall provide examples of similar projects which best illustrates the proposed team's qualification for the scope of services. Respondent shall state the project title; location; owner name, address, and telephone number; years completed; project cost; brief description of project and relevance to this RSQ.

Provide a client reference for each of the representative projects including project name, client name, address, contact name and phone number and E-mail address. It is the firm's responsibility to ensure E-mail addresses provided are current and accurate. Use the attached Reference Form. Please download the below documents, complete, and upload.

- [RSQ References Form\(499043\)...](#)

RSQ\_References\_Form(499043).pdf



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2024

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).

<b>PRODUCER</b> Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT</b> <b>NAME:</b> WTW Certificate Center <b>PHONE</b> (A/C, No, Ext): 1-877-945-7378 <b>FAX</b> (A/C, No): 1-888-467-2378 <b>E-MAIL</b> ADDRESS: certificates@wtwco.com																					
<b>INSURED</b> DRMP, Inc. 941 Lake Baldwin Ln., Ste 100 Orlando, FL 32814	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Liberty Mutual Fire Insurance Company</td><td>23035</td></tr><tr><td>INSURER B:</td><td>Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER C:</td><td>American Guarantee and Liability Insurance</td><td>26247</td></tr><tr><td>INSURER D:</td><td>Allied World Surplus Lines Insurance Compa</td><td>24319</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Liberty Mutual Fire Insurance Company	23035	INSURER B:	Liberty Insurance Corporation	42404	INSURER C:	American Guarantee and Liability Insurance	26247	INSURER D:	Allied World Surplus Lines Insurance Compa	24319	INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

## COVERAGES

CERTIFICATE NUMBER: W34104723

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2-641-446161-053	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
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			AS7-641-446161-043	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AUC 8344746-00	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<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 <input checked="" type="checkbox"/> No	N/A	WC7-641-446161-063	12/31/2023	12/31/2024	<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 Liab incl Pollution			0313-8987	07/01/2023	12/31/2024	Each Claim Limit \$5,000,000 Policy Aggregate \$5,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

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

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ACORD 25 (2016/03)

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SR ID: 26080304

BATCH: 3520279

## HOLD HARMLESS AGREEMENT

I, Joe Di Benedetto, PLS, (*print owner's name*), am the owner of DRMP, Inc. (*print company name*), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the Contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On August 22, 2024, the County of Volusia and I or (*the above-named business*) entered into a Contract for CDBG - DR SURVEYING AND MAPPING SERVICES (*please insert name of Contract*) (hereinafter "Agreement") which is incorporated by reference herein.

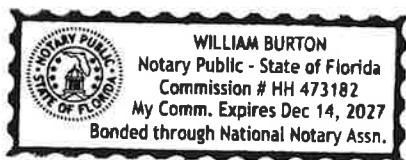
On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: Joe Di Benedetto (print name) Joe Di Benedetto, PLS  
 (signature)  
 Employee 1: \_\_\_\_\_ (print name) \_\_\_\_\_  
 (signature)  
 Employee 2: \_\_\_\_\_ (print name) \_\_\_\_\_  
 (signature)  
 Employee 3: \_\_\_\_\_ (print name) \_\_\_\_\_  
 (signature)

STATE OF Florida  
 COUNTY OF Orange

Sworn to and subscribed before me this 22 day of August, 2024, by  
Joe Di Benedetto, PLS, who is/are personally known to me or  
 who has/have produced \_\_\_\_\_ as identification.



(Seal)

William Burton  
 NOTARY PUBLIC – STATE OF Florida  
 Type or print name:  
William Burton  
 Commission No.: HH 473182  
 Commission Expires: 12/14/2027

**PROPOSAL FORM**

The undersigned hereby declare(s) that [firm name] DRMP, Inc.  
has carefully examined the specifications to furnish the products and/or services detailed in the technical specifications or scope of work and will furnish said product or services according to the specifications or scope of work detailed within this RSQ.


I hereby certify that I have read and understand the requirements of this Request for Statement of Qualifications and that I, as the proposer, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RSQ.

Vendor hereby acknowledges that the submittal has been approved by an authorized signatory with the firm who is authorized to execute contracts/agreements with the County of Volusia. Vendor further agrees that by submitting the proposal electronically, the authorized signatory does thereby accept and acknowledge use as an official record with Volusia County.

Further, as attested to by below signature, I will provide the required insurance, per the *Required Types of Insurance*, upon notification of recommendation of award.

The County reserves the right to negotiate with the award vendor(s) for additional items similar in nature not known at time of closing.

The vendor acknowledges that information provided in this proposal is true and correct:

x 

Signature / Authorized Signatory

Joe Di Benedetto, PLS

Printed Name

Senior Vice President

Title

08/22/2024

Date

DRMP, Inc.

Company Name

941 Lake Baldwin Lane, Orlando, FL 32814

Full Address

407.896.0594

jdibenedetto@drmp.com

Telephone

Fax

E-mail Address

092710326

59-1791174

Dun & Bradstreet #

Federal I.D. #

Form

W-9

(Rev. October 2018)

Department of the Treasury

Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](https://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

DRMP, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC
☒ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

941 Lake Baldwin Lane

6 City, state, and ZIP code

Orlando, Florida 32814

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

-

-

or

Employer identification number

5

9

-

1

7

9

1

1

7

4

Part II

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions.

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

04/01/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments.

For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](https://www.irs.gov/FormW9).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-INT (interest earned or paid)

Form 1099-DIV (dividends, including those from stocks or mutual funds)

Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

Form 1099-S (proceeds from real estate transactions)

Form 1099-K (merchant card and third party network transactions)

Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

Form 1099-C (canceled debt)

Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form W-9 (Rev. 10-2018)



**PROHIBITION AGAINST CONTINGENT FEES:**

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal:

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

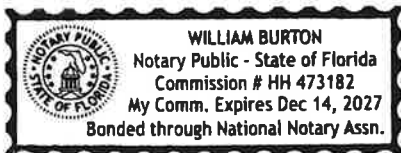
By Joseph C. Di Benedetto  
(Signature)

Date 08/22/2024

By Joe Di Benedetto, PLS, Senior Vice President  
Corporate Officer Name & Title

STATE OF Florida  
COUNTY OF Orange

Sworn to/affirmed and subscribed before me this 22 day of August, 2024, by  
Joe Di Benedetto, PLS, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.



William Burton  
NOTARY PUBLIC - STATE OF Florida

Type or print name: William Burton  
Commission No.: HH 473182  
Commission Expires: 12/14/2027

(Seal)

COMMUNICATION | COLLABORATION | INNOVATION



August 22, 2024

# CDBG - DR Surveying and Mapping Services



Volusia County, Florida



941 Lake Baldwin Lane  
Orlando, Florida 32814



Frank Lopez, PSM  
FrLopez@drmp.com



407.362.1406







## LET'S START **YOUR** PROJECT

941 Lake Baldwin Lane, Orlando, Florida 32814

**Phone: 407.362.1406**

**Primary Contact: Frank Lopez, PSM | Email: [frlopez@drmp.com](mailto:frlopez@drmp.com)**  
1.833.811.3767 | [www.DRMP.com](http://www.DRMP.com)

August 22, 2024

Attn: Kathy Williams

123 W. Indiana Avenue, Room 302

DeLand, FL 32720

**Subject: CDBG - DR Surveying and Mapping Services**

Dear Selection Committee:

Successful projects begin with the commitment of the most qualified and experienced professionals who understand the project related issues and understand their client needs. **DRMP, Inc. (DRMP)** offers **Volusia County (County)** the technical expertise, exceptional project management abilities, reliability, responsiveness and dedication necessary for the successful completion of any assignment through this contract. After reviewing the enclosed information, you will find the DRMP Team to be the most qualified and best-suited firm for your surveying needs.

DRMP has performed land surveying services for public entities at the municipal, county and state levels through continuing service contracts for a variety of project types. The services performed under these contracts have included traditional land surveying services, LiDAR scanning, GIS services, photogrammetry and full subsurface utility locations (including GPR Designations and soft-dig vacuum excavation).

Our team of licensed Florida Professional Surveyors and Mappers will be led by **Frank Lopez, PSM**. Mr. Lopez is a Vice President and the Survey Manager for DRMP's Orlando Corporate office. Mr. Lopez will serve as the Project Manager and will be your direct point of contact for task orders assigned to DRMP. His 22 years of experience has encompassed a wide variety of survey and mapping assignments in the private and public sectors with varying degrees of complexity.

### PROJECT MANAGER



**Frank Lopez, PSM**

Survey Project Manager/  
Vice President

22 Years of Experience

### VICE PRESIDENT



**Joe Di Benedetto, PLS**

Senior Vice President

46 Years of Experience



## WHO ARE WE?

Founded in

**1977**

Offices

**25**

Zweig Group's 2024 "Hot Firm" List  
**#46**

Engineers, Surveyors, Planners, Scientists  
and Construction Inspectors

**700+ STAFF**

## WHY DRMP?

DRMP is a full-service civil and surveying firm renowned for its strong project management and responsiveness. The company's technical expertise and sound judgment are complemented by a proactive approach and unwavering commitment to client responsiveness.

## OUR FLORIDA OFFICE LOCATIONS



DRMP's past and current experience providing survey services on projects in Volusia County and the Central Florida area equips us with a clear understanding of the scope of services and the expectations of the County. For over 45 years, we have performed survey and mapping services for many municipalities at the county, city and state levels through continuing service contracts for a variety of project types. DRMP is qualified and prepared to handle any task assignment issued by the County.

The County will receive the following advantages from selecting DRMP to provide real world solutions with our Professional Survey Consulting Services:

- ⊕ A Team experienced in working under continuing services contracts
- ⊕ Qualified personnel to handle multiple task orders at any given time
- ⊕ Timely and cost-effective survey services to meet the County's needs
- ⊕ Quality control built in from the field work to the final deliverables
- ⊕ Fair and reasonable negotiations on task orders assigned under this contract

DRMP is highly capable of performing all tasks associated with this continuing contract, and we are enthusiastic about the opportunity to support and work with the County's staff members. If you have any questions, we will be happy to provide additional information that you may consider appropriate. Your favorable consideration of our firm is very much appreciated.

Respectfully submitted,  
DRMP, Inc.

**Frank Lopez, PSM**  
**Project Manager/Point of Contact**

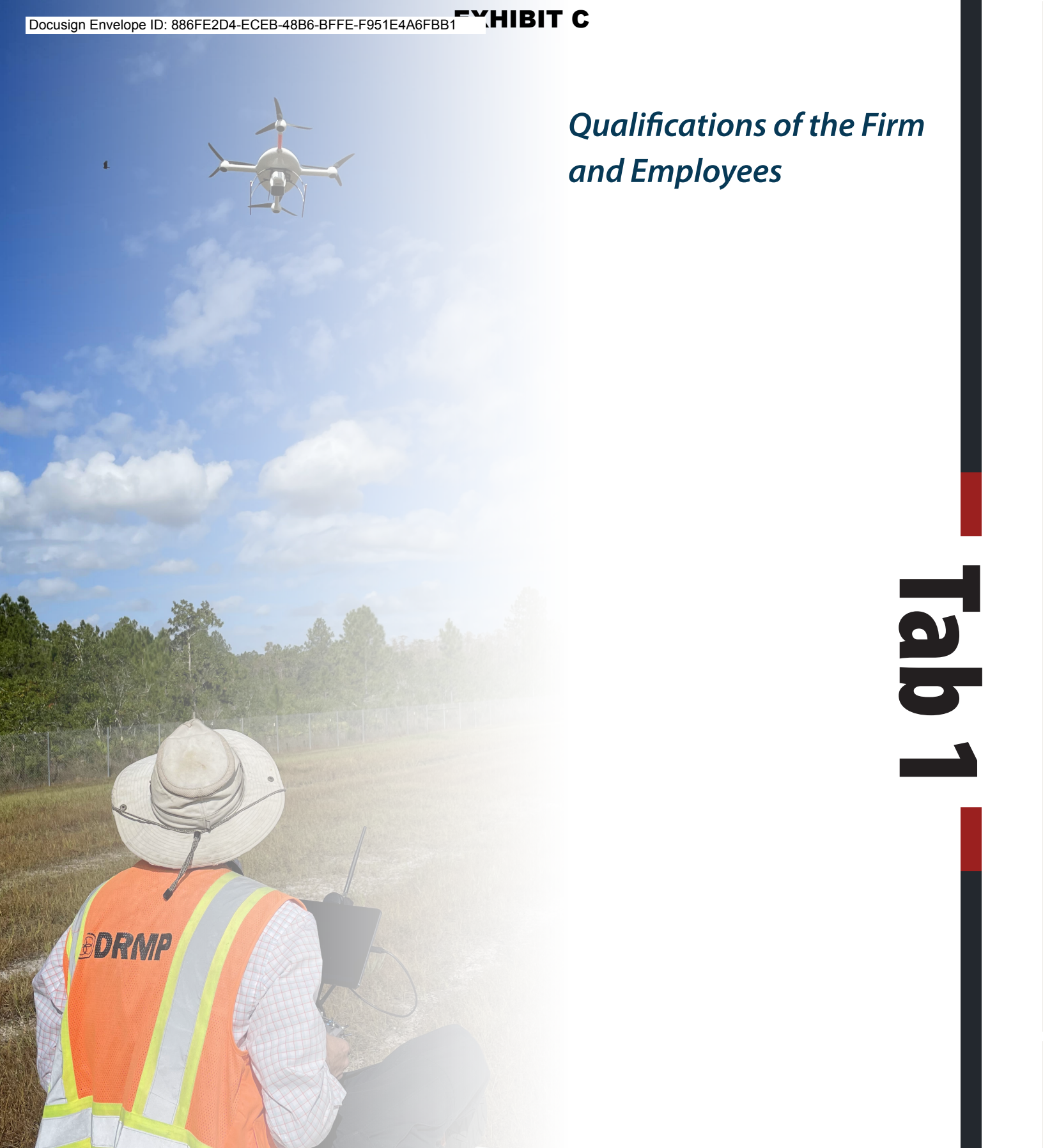
**Joe Di Benedetto, PLS**  
**Vice President**

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## *Qualifications of the Firm and Employees*

Tab 1



BUILDING THE FUTURE ON A  
FOUNDATION OF EXCELLENCE







**Subconsultants**

Key Staff

- 1** American Government Services Corporation (AGS) **DBE**
- 2** Schwartz, Maylone and Associates, LLC (SMA) **SBE**
- 3** Tuck Mapping Solutions, Inc.
- 4** CIVIX

# FIRM AND PERSONNEL LICENSES



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.: **LB2648**  
Expiration Date February 28, 2025

## Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

DRMP, INC.  
941 LAKE BALDWIN LANE  
ORLANDO, FL 32814

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.: **LS7001**  
Expiration Date February 28, 2025

## Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

FRANK LOPEZ  
13062 STODDART AVE  
ORLANDO, FL 32827-7726

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.: **LS6691**  
Expiration Date February 28, 2025

## Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

BOBBY JAMES PAULK  
1032 DISHMAN LOOP  
OVIEDO, FL 32765-7070

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.: **LS5181**  
Expiration Date February 28, 2025

## Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

JOSEPH CHARLES DI BENEDETTO  
565 QUAIL LAKE DR  
DEBARY, FL 32713-4576

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.: **LS6083**  
Expiration Date February 28, 2025

## Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

TEGAN DESMOND  
1504 SUMTER LN  
WEST MELBOURNE, FL 32904-8740

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.: **LS7114**  
Expiration Date February 28, 2025

## Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

GABRIEL COLON RIVERA  
12336 ALDER BRANCH LOOP  
ORLANDO, FL 32824-4440

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.: **LS6618**  
Expiration Date February 28, 2025

## Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

JEFFREY M SCHWARTZ  
283 KNOT HOLE CIR  
CHULUOTA, FL 32766-6040

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.





**FRANK LOPEZ, PSM**  
*Project Manager*



**VALUE ADDED TO PROJECT:**

- +Strong Project Management skills and knowledge of FDOT, Cities and Counties procedures and requirements
- +Expert in CAD software and data processing

Frank Lopez, PSM, serves as the Vice President/Orlando Survey Department Manager for DRMP's Survey and Mapping/Geospatial Market Sector. He serves as a Project Manager for both public and private sector clients specializing in design surveys, right-of-way surveys, continuing contract services, terrestrial mobile LiDAR, subsurface utility engineering, boundary and topographic surveys. He is currently responsible for client management coordination, business development, field crew assignments, project estimation, office production and quality control on a variety of projects ranging from as-built surveys, platting, underground utility survey, roadway design survey and right-of-way mapping.

**RELEVANT PROJECT EXPERIENCE**

**Old Mission Road Roadway Improvements , Volusia County, Florida:** Survey Project Manager responsible of providing Design Survey to support the realignment and safety improvements on Old Mission Road from W. Park Avenue to Josephine Street/10th Street near the Cities of Edgewater and New Smyrna Beach. The project includes providing engineering design and permitting services including support services to implement roadway safety improvements. Services include roadway design, drainage design, signing and pavement marking, environmental surveys and permitting, geotechnical investigation, survey and right-of-way mapping. This project includes a roundabout design at the Eslinger Road intersection and the addition of a 10-foot multi-use path to increase safety along the corridor.

**SR 483 Clyde Morris from SR 400 Beville Road, SAI Consulting Engineering, Inc. for FDOT District Five, Volusia County, Florida:** Project Surveyor responsible for quality control of surveying, mobile scanning (processing and review), extraction of scan data, and subsurface utility engineering in support of the design survey for this project. The Florida Department of Transportation (FDOT) is proposing improvements along Clyde Morris Boulevard (SR 483) from Beville Road (SR 400) to north of Dunn Avenue in the City of Daytona Beach. Using a Complete Streets approach, the project will be designed to improve safety for pedestrians, bicyclists, and drivers throughout the corridor. Elements under consideration include wider sidewalks or a shared-use path, sidewalk connectivity throughout the corridor, a center median with landscaping, and other measures to help encourage safer vehicle speeds. Traffic signal upgrades where feasible, enhanced lighting, and necessary drainage improvements are included.

**SR 430 Resurfacing from SR 483 to Carswell, CTS Engineering, Inc. for FDOT District Five, Volusia County, Florida:** Survey Project Manager responsible for providing a design survey, project survey control, geotechnical support, subsurface utility engineering services, and right-of-way mapping to support the roadway design and safety improvements along 2.3 miles of the corridor. Survey services include historical alignment retracement, establishing

**Years of Experience**

22 Total  
5 With DRMP

**Professional Registration**

Professional Surveyor and Mapper,  
No. LS7001, Florida, 2014  
Professional Surveyor  
No. 20094, Puerto Rico, 2004

**Certifications**

FDOT Temporary Traffic Control (TTC)  
Intermediate Course

**Education**

Bachelor of Arts in Land Surveying,  
University of Puerto Rico, 2001

**Professional Affiliation**

ASHE Central Florida  
National Society of Professional Surveyors  
Florida Surveying and Mapping Society  
College of Engineers and Land Surveyors of  
Puerto Rico

**Software Aptitude**

AutoCAD Civil 3D  
ArcGIS  
Electronic Field Book Processing  
GEOPAK  
MicroStation SS10  
TopoDOT  
Trimble Business Center  
OpenRoads Designer FDOT Connect

*Frank Lopez, PSM, continued*

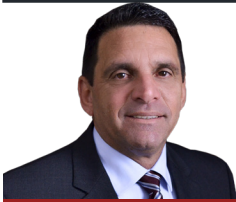
existing right-of-way, terrestrial mobile LiDAR Type A Scanning, topographic survey, soil borings location, SUE Quality Level A (Locates) and Level B (Designates), limited drainage inventory, project network control sheets, and right-of-way control survey.

**Continuing Services Contract C-A024, FDOT District Five, Various Counties, Florida:** Survey Project Manager for this contract. Task work orders have included conventional survey, right-of-way mapping, final monumentation maps, subsurface utilities and terrestrial LiDAR for in-house FDOT projects and design surveys.

- **SR 483 Clyde Morris Boulevard, FDOT District Five, Volusia County, Florida:** Quality Control Reviewer responsible for surveying, mobile scanning (processing and review), extraction of scan data, and subsurface utility engineering in support of the resurfacing and reconstruction of Clyde Morris Boulevard from SR 400 to Dunn Avenue. This 4-mile project also consists of widening the roadway, shoulder work, drainage updates, and a pedestrian tunnel to increase safety for local students. Surveys include 3D design survey, locating drainage structures, underground utilities, control survey, and mobile scan data.
- **SR 528 SUE Services(FPID 41199813216), FDOT District Five, Volusia County, Florida:** Survey Project Manager responsible for Subsurface Utility Engineering (SUE) Quality Level A (Locates) services to investigate underground conflicts along the centerline of the proposed storm pipe to support its final design. The project includes SUE Quality Level A - Locates, a survey of subsurface utilities, and final reports.

**Continuing Survey Services, City of Winter Park, Orange County, Florida:** Survey Project Manager responsible for providing surveying and mapping services to the City of Winter Park. Survey services include boundary surveys, specific purpose surveys, topographic surveys, right-of-way surveys, subsurface utility engineering, construction layout, design support services and legal descriptions.

- **Ravaudage Lift Station Route Survey, City of Winter Park, Orange County, Florida:** Survey Project Manager responsible for providing topographic survey, right-of-way survey and subsurface utility engineering quality level B services for the design of a new lift station and a 1.4-mile of proposed sanitary force main along Kennedy Boulevard/Lake Avenue, Grove Street and Monroe Avenue. Survey Data was collected utilizing Terrestrial Mobile LiDAR technology and conventional survey methods. Services included design survey with 3D digital terrain model, the mapping of more than 50,000 linear feet of underground utilities, the inventory of 70 storm drain structures and the establishment of horizontal and vertical control throughout the project corridor.
- **Azalea Lane Tennis Facility Rehabilitation, City of Winter Park, Orange County, Florida:** Project Manager. DRMP provided grading and layout services for the construction of large areas of decorative pavers, planters, decorative concrete pours, walkways, and foundation footers for large canopies over bleachers at the existing tennis and recreational complex.
- **Janice Avenue and Forrest Drive, City of Winter Park, Orange County, Florida:** Project Manager. DRMP provided topographic survey, Digital Terrain Model survey, property corner location, and utility designation services submitting the data in Civil 3D format base files for in-house design and for creating a set of construction plans for in-house use.
- **Kings Way Drive, City of Winter Park, Orange County, Florida:** Project Manager. DRMP provided a topographic survey, Digital Terrain Model survey, property corner location, and utility designation services submitting the data in Civil 3D format base files for this in-house design and drainage improvement project.
- **Oneco Road Design Survey Services, City of Winter Park, Orange County, Florida:** Project Manager. DRMP provided topographic survey, Digital Terrain Model survey, utility designation services, submitting the data in Civil 3D format base files for in-house design for pavement and drainage improvements, and creating a set of construction plans for in-house use.
- **Ward Wellness Center Roadway Re-design, City of Winter Park, Orange County, Florida:** Project Manager. DRMP set project control and provided construction layout services for new drainage structures, decorative pavement installation, curb and gutter sections, ADA crosswalks, scenic park area, and walking trails for pavement and drainage improvements.



## JOSEPH C. DI BENEDETTO, PLS

*Vice President*



### VALUE ADDED TO PROJECT:

- +Extensive knowledge of FDOT procedures and requirements
- +Highly experienced working on various survey projects
- +Thorough understanding of field and office standards

Joseph C. Di Benedetto, PLS, serves as a Vice President and is the Director for DRMP's Survey and Mapping/Geospatial Market Sector. He is also a Senior Project Manager on surveying and mapping contracts. His responsibilities include contract administration and project coordination, technical oversight of staff and their development, budget and schedule coordination, quality assurance/quality control, as well as, the overall growth of survey services for the firm. He is knowledgeable of all FDOT procedures and requirements for survey and mapping project management including FDOT man-hour spreadsheets, negotiating guidelines and automated fee proposal spreadsheet. Joe possesses a strong background of project experience in conventional survey, mobile and terrestrial LiDAR, subsurface utility engineering, control mapping and right-of-way mapping.

His desire to keep up with technology has not changed for over 45 years. He continually looks for ways to combine traditional survey methods with the most advanced survey equipment available to provide a safe work zone for survey staff and at the same time delivering a quality product to his clients that meets or exceeds their expectations and or requirements, on schedule and on budget.

### RELEVANT PROJECT EXPERIENCE

**Continuing Services Contract C-9W85, Arcadis for FDOT District Five, Districtwide, Florida:** Task work orders have included conventional survey, right-of-way mapping, subsurface utilities, mobile and terrestrial LiDAR for FDOT projects in District Five.

- **SR 25 Arlington Boulevard to CR 33, FDOT District Five, Lake County, Florida:** Division Manager and Project Coordinator for the project which included surveying, terrestrial scanning and subsurface utility engineering services in support of redesign and resurfacing of SR 25 in Lake County.
- **Intersection of SR 15A and Taylor Road, FDOT District Five, Volusia County, Florida:** Division Manager and Project Coordinator for the project which included surveying, terrestrial scanning and subsurface utility engineering services in support of redesigning the intersection of SR 15A and Taylor Road in Volusia County.
- **SR 535 from South of International Drive to South of Hotel Boulevard, FDOT District Five, Orange County, Florida:** Division Manager and Project Coordinator for the project which included surveying, scanning and subsurface utility engineering services in support of redesign and resurfacing of SR 535 in Orange County.
- **SR 527 Orange Avenue, FDOT District Five, Orange County, Florida:** Division Manager and Project Coordinator for the project. DRMP provided control and right-of-way mapping services, subsurface utility services and design survey services that included mobile LiDAR to support the redesign and resurfacing of Orange Avenue from Grant Street to Gore Street.

### Years of Experience

46 Total  
14 With DRMP

### Professional Registration

Professional Surveyor and Mapper,  
No. 5181, Florida, 1993

### Professional Affiliation

National Society of Professional Surveyors  
Florida Surveying and Mapping Society;  
FSMS Volusia County, FSMS Central Florida  
Chapter

### Certification

IdenTrust Digital Certificate

### Software Aptitude

CAiCE Visual Transportation  
Electronic Field Book Processing (EFBP)  
GEOPAK  
MicroStation  
TopoDOT for MicroStation

*Joseph C. Di Benedetto, PLS, continued*

- **SR 44 Resurfacing from the I-4 Eastbound On-Ramp to West of CR 4118, FDOT District Five, Volusia County, Florida:** Division Manager and Project Coordinator for the project which included surveying, scanning and subsurface utility engineering services in support of redesign and resurfacing of SR 44 in Volusia County. Surveys include 3D design survey, locating drainage structures, right-of-way, underground utilities and scan data.
- **SR 5 at Old Dixie Highway, FDOT District Five, Flagler County, Florida:** Division Manager and Project Coordinator responsible for surveying services, subsurface utility engineering services and right-of-way mapping services for the design of a roundabout project at SR 5 (US 1) from approximately 1,800-feet south and 1,800-feet north of Old Dixie Highway in Korona, Florida. The project also included approximately 800 feet of topographic survey on Old Dixie Highway and 300 feet of topographic survey on CR 325. Deliverables included existing alignments for SR 5, Old Dixie Highway and Florida East Coast Railroad, 3D topographic data using terrestrial LiDAR, drainage survey, project network control sheets, control and right-of-way maps.

**Continuing Services Contract CA024 CSC, FDOT District Five, Various Counties, Florida:** Task work orders have included conventional survey, right-of-way mapping, final monumentation maps, subsurface utilities and terrestrial LiDAR for in-house FDOT projects and design surveys.

- **SR 600 from North of Alabama Avenue to East of Kepler Drive, FDOT District Five, Volusia County, Florida:** Division Manager and Project Coordinator: Survey services included design surveying, scanning (processing and review) and subsurface utility engineering services in support of redesign and resurfacing of SR 600 in Volusia County. This project also consists of updates to the pedestrian crossings and ADA compliance. Surveys include 3D design survey, locating drainage structures, right-of-way, underground utilities and scan data.
- **Boundary survey of FDOT Oviedo Maintenance Yard, Seminole County, Florida:** Division Manager and Project Coordinator for the project. Survey services were provided to resolve boundary dispute along the north line of the existing maintenance facility with proposed construction. Minor topographic features were also located within 15 feet of boundary lines.

**Continuing Surveying and Mapping Contract No. C9L81, FDOT District Five, Various Counties, Florida:** Advanced surveying and mapping services related to engineering for various type projects for the District on a task work order basis. These services support the District's in-house design group as well as various engineering consultants performing the design of their projects. The surveying support services include right-of-way control surveys, design surveys and environmental surveys. Our mapping support services include control maps, right-of-way mapping, wetland mapping and maintenance maps, all of which support the acquisition and design needs for FDOT District Five.

- **SR 19 from 3rd Street to Roberts Street, FDOT District Five, Lake County, Florida:** Division Manager and Project Coordinator responsible for right-of-way mapping, Subdivision Mapping and Reference Point Sheets for right-of-way control maps for the project. The project consists of roadway improvements along the corridor to provide mobility and safety.
- **SR 46 from East of US 17-92 to West of Mellonville Avenue, FDOT District Five, Seminole County, Florida:** Division Manager and Project Coordinator responsible for this Specific Purpose Survey (SPS). This SPS includes Subdivision Mapping, Reference Point Sheets and alignment for the corridor. FDOT will use this baseline for future projects in the area near the Sanford Airport, including but not limited to resurfacing, traffic signal updates and sidewalk.
- **SR 19 from Golden Gem Drive to South of Palmetto Street, FDOT District Five, Lake County, Florida:** Division Manager and Project Coordinator responsible for surveying, scanning (processing and review) and subsurface utility engineering services in support of redesign of pedestrian crossings for SR 19 in Lake County. This project also consists of updating curb ramps to meet ADA Standards. Surveys include 3D design survey, locating drainage structures, underground utilities and scan data.
- **SR 200 from SW 60th Avenue to East of 38th Court, Marion County, Florida:** Division Manager and Project Coordinator responsible for surveying and subsurface utility engineering services along SR 200 for a 2.8-miles, 6-lane facility. Deliverables included existing alignment, 3D models of 15 intersections using terrestrial LiDAR, drainage survey, project network control sheets and existing right-of-way data.





**TEGAN DESMOND, PSM**  
*Quality Assurance/Quality Control*



**VALUE ADDED TO PROJECT:**

- +Highly skilled in Florida Boundary Surveying and Platting
- +Experience as a Florida Property Title Abstractor
- +Expert in QA/QC of survey projects

Tegan Desmond, PSM, serves as a Survey Quality Control Analyst and Project Surveyor for DRMP's Survey and Mapping/Geospatial Market Sector. He has over 45 years of experience and has served as a party chief, director of field operations and survey project manager. His experience includes field post-processing and office production, right-of-way mapping, topography, drainage surveys, subsurface utility engineering, boundary determination, deed analysis, legal land description writing, project deliverables, final submissions, signing/sealing of maps and reports, Quality Control review of plats and right-of-way maps.

**RELEVANT PROJECT EXPERIENCE**

**SR 415 from east of Acorn Lake Road to SR 44, FDOT District**

**Five, Volusia County, Florida:** Quality Control Reviewer of Project Network Control sheets prior to delivery to client. Checked for all aspects of the deliverable map: accuracy of data, presentation and clarity of work, and adherence to District Five standards. Overall project provided subsurface utility engineering and design survey in order to commence the design phase and plans production for this project from east of Acorn Lake Road to SR 44. Project included digital terrain model for the entire project from edge of pavement to edge of pavement from Mobile LiDAR, design survey, and designating all existing underground utilities on the areas requested by the Engineer of Record.

**Beyond I-4 Phase 4, Stantec, Inc., Volusia County, Florida:** Quality Assurance/Quality Control Manager of the final deliverable Surveyor's Report. Survey services included topography, digital terrain model, bridge survey, channel survey, wetland limits, and geotechnical report. Specifically performed review and redline markup of Surveyor's Report and review for completeness and compliance all CAD and coordinate geometry databases with the field work. Project area is from SR 400 (I-4) from east of US 17/92 to 0.5 mile east of SR 472.

**SR 408/Tampa Avenue Interchange (Contract No. 408-315), TLP Engineering for Central Florida Expressway Authority, Orange County, Florida:** Quality Control Reviewer of final geometry and coordinate database that included every bearing, distance, curve parameter, right-of-way tie and station, and offset displayed on the deliverable. Right-of-way Control Survey was also checked for accuracy and completeness to support the SR 408/Tampa Avenue interchange modification from a half-diamond to a full diamond, with roundabouts at ramp terminals and widening of eastbound SR 408 from John Young Parkway to Orange Blossom Trail to 4-lanes. DRMP was responsible for the design of a new westbound ramp bridge over Rio Grande Avenue, the widening of eastbound SR 408 over Rio Grande Avenue, ITS design and plans; including Wrong-Way Driving Detection, CCTV, DCS, and TMS and tolling communications. An All Electronic Toll ramp toll site design was completed along SR 408 for two interchange ramps (westbound off-ramp to Tampa Avenue and eastbound on-ramp from Tampa Avenue). A Digital Terrain Model for the entire project from mobile LiDAR was included. In addition, topo of obscure areas including the ponds, designate all existing underground utilities, locate and record all drainage structures, sanitary structures and bridge data survey, and clearances.

**Years of Experience**

47 Total  
7 With DRMP

**Professional Registration**

Professional Surveyor and Mapper,  
No. LS6083, Florida, 2000

**Certifications**

Title 101, American Land Title Association, 2021  
Real Estate Title Search Course, 2019

**Software Aptitude**

AutoCAD Civil 3D 2021  
Bluebeam Revu  
GEOPAK  
MicroStation  
Net Deed Plotter  
OpenRoads Designer  
Trimble Business Center

*Tegan Desmond, PSM, continued*

**Citrus Grove Phase 5, from Fosgate Road to Blackstill Lake Road, Lake County Public Works, Lake County, Florida:** Right-of-Way Mapping Quality Control Reviewer for both the Right-of-Way Control Survey Map and the Right-of-Way Map in support of design of Citrus Grove Road Phase 5. The project limits extended from 680 feet west of the new bridge over the Turnpike and another 3,560 feet east of the new bridge to the intersection of Blackstill Lake Road and Fosgate Road. Project included design survey, right-of-way, cross section, designation of all existing underground utilities, and perform test holes. Specialized Services performed were checking of computation, review of recorded plats, title deeds, easement deeds, conformance with Lake County specifications, and mark-ups for errors and omissions.

**Hazeltine National Drive Alignment, City of Orlando, Orange County, Florida:** Quality Control Reviewer of six legal descriptions and sketches prepared by DRMP's sub-consultant before submission to the client. Legal descriptions are meant for acquisition deeds for new roadway across unimproved, private lands. Overall project included surveying/mapping and subsurface utility engineering services. Survey task included setting horizontal and vertical control, topographic survey with 3D digital terrain model along the proposed project alignment, right-of-way survey, and recovered the existing alignment of Narcoossee Road north of SR 528 to establish the right-of-way of Narcoossee Road within the project limits. DRMP provided subsurface utility engineering quality Level B (Designates) to map existing underground utilities within the area of interest.

**SR 91 (Florida's Turnpike Mainline) Widening from Minneola Interchange to Obrien Road (MP 279.2-285.8), Stantec, Inc. for Florida's Turnpike Enterprise, Lake County, Florida:** In-house Quality Control Reviewer responsible for the boundary surveys for parent tracts that have parcels intended for acquisition into Florida's Turnpike for the widening of SR 91 from a 4-lane to 8-lane limited access facility. DRMP tasks included public meeting and local agency coordination, design of roadway, structural and Intelligent Transportation Systems (ITS) along with survey and right-of-way mapping. This was the first Florida's Turnpike Enterprise project to hold a Virtual Public Meeting which included a live presentation along with the development of a dedicated project website with exhibits for the project. Extensive coordination with local agencies included presentations to County Commissioners and City Councils along with the development of Interlocal Agreements. Roadway design was completed for three ramps at the US 27 South Interchange with the mainline. Structural design was completed for the Exit 285 ramp bridge over the mainline. The bridge crosses the Turnpike with two spans of Florida-I 45 beams founded on 24-inch pipe piles. Extensive use of temporary walls and phased bridge construction is used to facilitate traffic control. ITS design addressed all impacts to the existing ITS fiber and CCTV/MVDS/AVI/DMS devices within the project limits. Survey for off pavement areas and right-of-way mapping was completed for the entire project limits.

**World Drive Phase II, Reedy Creek Improvement District, Orange County, Florida:** Quality Control Reviewer responsible for markups and comments before submission for temporary construction easement, phase 3 S.G.-TCE1 for the design of a new 1.5-mile, 4-lane divided suburban and urban facility, with an additional 1.9 miles of ramps/interchange. The project included new alignment, milling and resurfacing, drainage, permitting, four bridges, maintenance of traffic, signing and pavement marking, signalization, intelligent transportation systems, lighting, structures, utility coordination/design, surveying, and subsurface utility engineering.

**Northern Segment of the St. Johns Heritage Parkway, Brevard County Board Of County Commissioners, Brevard County, Florida:** Project Surveyor responsible for the preparation of sketch and descriptions of acquisition deeds to be recorded in the public records of Brevard County. This segment of St. Johns Heritage Parkway is along the westerly approach to SR 9/Interstate 95. Review of existing ownership deeds, obtaining parcel requirements from the Engineer of Record, writing legal descriptions, and the CAD drafting of the properties.

**Surveying, GIS and Infrastructure Asset Management Continuing Service Contract, City of Casselberry, Seminole County, Florida:** Survey Quality Control Analyst responsible for the comprehensive review of the Boundary Survey, the Plat, the Title Report, and recorded deeds and easements of record for City approval and recording. Services include acting as the City Surveyor responsible for reviewing and approving plats, survey, and accompanying documents for compliance with Chapter 177 Florida Statutes and City of Casselberry requirements. Plat reviews include Park Place at Lake Kathryn, Legacy Place Townhomes, Seminole Plaza, Glen Academy at Lake Marie, Preserve at Maitland, Icon Plaza, and Casselberry Center.



**GABRIEL COLON-RIVERA, PSM**  
*Land Surveying Services*



**VALUE ADDED TO PROJECT:**

- +Strong knowledge of municipal requirements
- +Proven survey project management
- +Highly skilled in data processing and calculations

Gabriel Colon-Rivera, PSM, serves as a Senior Project Manager for DRMP's Survey and Mapping/Geospatial Market Sector. He is currently responsible for a variety of projects ranging from as-built surveys, platting, continuing services, roadway design survey, subsurface utility engineering (SUE) and right-of-way mapping for local municipalities and FDOT. His tasks include field supervision, data processing, calculations, contract and project management, proposals and estimates.

**RELEVANT PROJECT EXPERIENCE**

**I-95/SR 9, FDOT District Five, Volusia County, Florida:** Project Manager involved in providing subsurface utility engineering and related survey in order to commence the design phase and plans production for the above referenced project from south of Dunn Avenue to Airport Road. Project includes recovering existing designation of all existing underground utilities and performed test holes to support the designate information.

**SR 415, FDOT District Five, Volusia County, Florida:** Project Manager involved in providing subsurface utility engineering and design survey in order to commence the design phase and plans production for this project from east of Acorn Lake Road to SR 44. Project includes Digital Terrain Model for the entire project from edge of pavement to edge of pavement from Mobile LiDAR, design survey and designating all existing underground utilities on the areas requested by the Engineer of Record. Also, performed test holes to support the designate information and survey the designate lines and test holes.

**Continuing Services Contract for Roadway Design 031, Contract No. CAB40, TLP Engineering Consultants, Inc. for FDOT District Five, Various Counties, Florida:**

- **SR 33/SR 50 Resurfacing from west of Groveland Bifurcation to Crittenden Street, TLP Engineering Consultants, Inc. for FDOT District Five, Lake County, Florida:** Project Manager involved in providing a design survey and subsurface utility engineering in order to assist the design process to rehabilitate the asphalt pavement to extend the service life of the existing roadway, including necessary roadside improvements. The project includes Digital Terrain Model for the entire project, locating and recording all drainage structures, recovering alignment and right-of-way monuments to depict apparent right-of-way.
- **SR 11 Resurfacing, from the Volusia County Line to SR 5 (US 1), TLP Engineering for FDOT District Five, Flagler County, Florida:** Project Manager involved in providing a design survey and subsurface utility engineering in

**Years of Experience**

27 Total  
4 With DRMP

**Professional Registration**

Professional Surveyor and Mapper  
No. 7114, Florida, 2016  
Professional Land Surveyor  
No. 24885, Puerto Rico, 2014

**Certifications**

TTC Utility Investigation School,  
40 Professional Development Hours  
Trenchless Technology Center, 2018  
FDOT Approved Temporary Traffic Control  
(TTC), Advanced Course, Certificate No. 32662,  
FDOT Provider # 37, 2017, Refresher 2021  
IdentTrust Digital Certificate

**Education**

Bachelor of Science in Land Surveying and  
Mapping, Polytechnic University Puerto Rico,  
2016

**Software Aptitude**

AutoCAD Civil 3D  
CAICE  
EFB Desktop  
Lecia Geo Office  
MicroStation with GEOPAK  
OpenRoads Designer  
TopoDOT  
Trimble Business Center

**Professional Affiliation**

Florida Surveying and Mapping Society  
Professional College of Engineers  
Land Surveyors of Puerto Rico

*Gabriel Colon-Rivera, PSM, continued*

order to assist the design process to rehabilitate the asphalt pavement to extend the service life of the existing roadway, including necessary roadside improvements. A Digital Terrain Model for the entire project from mobile LiDAR was included. In addition, topo of obscure areas including the ditches, designate all existing underground utilities, locate, and record all drainage structures and box culvert data survey. The project also includes a Control Survey, right-of-way maps and 30% right-of-way maps from Forsyth Street to SR 5 (US 1) to establish the existing right-of-way in this street.

**Stormwater and Environmental Continuing Services, City of Palm Coast, Flagler County, Florida:**

- **L-4 Control Structure Replacement, City of Palm Coast, Flagler County, Florida:** Survey Manager responsible for providing a design survey and subsurface utility engineering in order to replace the L-4 Control Structure along the Royal Palms Waterway. The primary objectives of the project are to restore structural integrity of structure and increase drawdown and recovery rate of structure. Survey services included a design survey, apparent right-of-way, designation of all existing underground utilities, and performing test holes for the design of the replacement of the L-4 Control Structure which, at 10,676 acres, has the largest drainage basin of all City control structures. The replacement structure has been designed with improved drawdown ability and recovery rate, which will be beneficial in preparation of incoming storms. Analyzed the benefits of the proposed structure in ICPR v4, developed construction plans and cost estimate, calculated impacts for permitting and created a report summarizing all tasks performed and model results. Applied for a SJRWMD grant worth up to \$500,000 on behalf of the City to aid with funding for the construction costs of the proposed structure. Transportation Engineering Continuing Services Contract, City of Orlando, Orange County, Florida:

**Continuing Services Contract CA024 CSC, FDOT District Five, Various Counties, Florida: 20-0146**

- **SR 19 - Milling and Resurfacing, FDOT District Five, Lake County, Florida:** Project Manager involved in providing subsurface utility engineering and related survey in order to complete the design phase and plans production for the above referenced project from Golden Gem Drive to 75 feet south of Palmetto Street. Project includes performing utility conflict test holes as requested by the Engineer of Record, clearance holes for Mast Arm locations and additional utilities designate per Engineer of Record request.

**Stormwater and Environmental Continuing Services, City of Palm Coast, Flagler County, Florida:**

- **Colbert Lane and Blare Drive Conveyance Improvements Design, City of Palm Coast, Flagler County, Florida:** Survey Project Manager involved in providing a design survey and subsurface utility engineering for the design and construction of culverts, box culvert and bridge at three existing crossings of roadways. Project includes design survey, cross-sections upstream and downstream, apparent right-of-way, designation of all existing underground utilities and perform test holes to support the designate information and utility conflicts and survey the designate lines and test holes.
- **London Waterway Expansion Final Design, City of Palm Coast, Flagler County, Florida:** Survey Manager involved in providing a design survey and subsurface utility engineering for the design and construction of culverts, box culvert and bridge at three existing crossings of roadways to support providing conveyance improvement alternatives for two crossings under Colbert Lane and one crossing under Blare Drive based on analysis of both the existing and proposed conditions models in ICPR v4. Proposed alternatives included upgrading all existing pipes to box culverts or replacing the Colbert Lane crossings with bridges. The City decided to proceed with box culverts at all three crossings for the final design. For the final design phase, a project schedule was developed and collaboration between stormwater, roadway, and structures is ongoing for the design and development of construction plans. A permit application is being prepared for submittal to the SJRWMD.





**BOBBY J. PAULK, PSM**  
*Land Surveying Services*



#### VALUE ADDED TO PROJECT:

- +Strong knowledge of FDOT District Five requirements
- +Expert in providing QA/QC
- +Highly skilled in managing right-of-way survey projects

Bobby J. Paulk, PSM, serves as a Senior Project Manager for DRMP's Survey and Mapping/Geospatial Market Sector. In this capacity, his responsibilities include estimating project fees and scopes, instituting project quality assurance/quality control (QA/QC) plans, project coordination, project planning, project tracking, invoice review and QA/QC review of project deliverables. He has managed a variety of projects including but not limited to design surveys, right-of-way surveys and mapping projects. Mr. Paulk's responsibilities also include calculations for boundaries, right-of-ways, subdivisions and alignments.

#### RELEVANT PROJECT EXPERIENCE

**SR A1A from Milsap Road to SR 40 - TWO with VHB, Inc. for FDOT District Five, Volusia County, Florida:** Project Manager for this 1.5-mile design survey with limited right-of-way surveying. Duties include handling of all right-of-way calculations, supervising all data processing, crew supervision and coordination and QC. Duties also included day-to-day management of the project, which includes management of schedule and invoice review.

**Barracuda Bridge Replacement, New Smyrna Beach (LAP project with FDOT District Five), Volusia County, Florida:** This project is being designed internally at the District. DRMP performed work under a task work order. Survey tasks included obscure area topography, utility designation, retaining wall tie-back strap location and excavation, static LiDAR scan for a sidewalk addition and extended design survey for road re-alignment. Also produced a specific purpose survey and right-of-way maps, which included a TIITF sketch and legal description.

**5th Street over Yacht Club Cut Bridge Replacement, City of New Smyrna Beach, Volusia County, Florida:** Project Mapper responsible for the PD&E study and final design for this bridge replacement project. The facility is a 2-lane roadway providing access from the mainland to an island community and marina. The bridge typical section consists of two 9-foot lanes, with 2.5-foot shoulders and a 5-foot sidewalk with traffic railings. The bridge superstructure is comprised of a 3-span Florida Slab Beam (FSB) superstructure using stainless steel reinforcing and consisting of 54-foot spans. The roadway and bridge will be reconstructed on the existing alignment. A temporary ACROW bridge will provide access during the bridge replacement. Scour and tidal influences will play a critical role in design of the structure. The project included two public meetings; one in person and one virtual. A Type I Categorical Exclusion was approved for the project. Mitigation planning included establishing an off-site preservation area and relocating oysters within the project footprint. US Coast Guard and National Marine Fisheries Services coordination and environmental permitting with the St. Johns River Water Management District (SJRWMD) and USACE was completed. This project includes PD&E study, public meeting coordination, Coast Guard coordination, mitigation and environmental permitting, geotechnical investigations, survey, right-of-way mapping, utility coordination, roadway, drainage, coastal hydraulics, structures, lighting and signing and pavement marking. This is a LAP project between the City of New Smyrna Beach and District Five. This project is currently in construction.

#### Years of Experience

24 Total  
 11 With DRMP

#### Professional Registration

Professional Surveyor and Mapper  
 No. 6691, Florida, 2008

#### Education

Bachelor of Science in Business  
 Administration in Marketing,  
 University of Central Florida, 2007  
 Associate of Arts in Civil Engineering,  
 Chipola Community College, 2001

#### Software Aptitude

AutoCAD Civil 3D  
 Electronic Field Book Processing  
 FDOT SS10  
 GEOPAK  
 MicroStation  
 OpenRoads Designer  
 Trimble Business Center  
 Topo DOT  
 Vector NT

*Bobby J. Paulk, PSM, continued*

**SR 600 (US 92) from Emmett Street to N. Charles Street, Design Survey and Mapping, FDOT District Five, Volusia County, Florida:** Survey Project Manager and Project Mapper handling all calculations, field data processing, crew supervision and coordination including establishing a vertical network for District Five Project Network Control Group. Mapping includes control survey and right-of-way maps.

**US 1 Intersections Bundle, FDOT District Five, Brevard and Volusia Counties, Florida:** Project Surveyor for control survey, right-of-way mapping and design survey including establishing a vertical network for District Five Project Network Control Group. Surveys were conducted at several intersections along SR 5/US 1 and SR 600/US 92 from Emmett Street to North Charles Street. Specifically responsible for design of traffic signal improvements to install mast arms at five intersections along SR 5/US 1 including at Hibiscus Boulevard, SR 500 (US 192), Ballard Drive/Babcock Street, Prospect Avenue and New Haven Avenue and SR 600/US 92 from Emmett Street to North Charles Street.

**I-4 at Dirksen Road, SR 472, FDOT District Five, Volusia County, Florida:** Project Surveyor responsible for the design survey in support of lighting design at the interchanges.

**I-95 Lighting at LPGA Boulevard, US 1, Old Dixie Highway, FDOT District Five, Volusia County, Florida:** Project Surveyor responsible for the design survey in support of lighting design at the interchanges.

**I-4 (17/92 to Saxon Boulevard), Volusia County, FDOT District Five, Florida:** Rodman responsible for field work for the topographic surveying, alignment recovery and establishment and corner and right-of-way recovery.

**SR 11 Resurfacing, from the Volusia County Line to SR 5 (US 1), TLP Engineering for FDOT District Five, Flagler County, Florida:** Project Mapper to assist the design process to rehabilitate the asphalt pavement to extend the service life of the existing roadway, including necessary roadside improvements. A Digital Terrain Model for the entire project from mobile LiDAR was included. In addition, topo of obscure areas including the ditches, designate all existing underground utilities, locate, and record all drainage structures and box culvert data survey. The project also includes a Control Survey, right-of-way maps and 30% right-of-way maps from Forsyth Street to SR 5 (US 1) to establish the existing right-of-way in this street.

**Pineda Causeway Grade Separation Overpass Ph 2, Brevard County, Florida:** Project Surveyor responsible for the topographic survey and mapping, right-of-way calculations, supervising data processing and crew coordination. This project was for roadway design support for this grade separated overpass for Pineda Causeway over the Florida East Coast Railway. The project limits begin just east of North Wickham Road and end just west of US 1. More than 3,000-feet of temporary wall will be used to maintain traffic during construction. This project also includes 2,100-feet of permanent retaining wall and traffic signal mast arms. Other design elements will include roadway, intersections, interchanges, traffic control plans, lighting, utility relocation, right-of-way survey control maps, cost estimates and environmental permits and mitigation plans.

**SR 500 at McClain Drive (FP 439130-1), Kisinger Campo & Associates for FDOT District Five, Brevard County, Florida:** Survey Project Manager for an intersection design survey in support of signalization and safety upgrade design. Duties included coordination and review of field and office work, day-to-day management of project, invoice review, and management of schedule.

**SR 19 from 3rd Street to Roberts Street, FDOT District Five, Lake County, Florida:** Project Manager and Project Mapper for a 1.5-mile right-of-way mapping project. Project includes setting of Horizontal PNC, alignment retracement, right-of-way survey and mapping. Mapping included a control survey. Duties include document research, all right-of-way calculations, supervising all data processing, crew coordination and supervision, mapping supervision and QC. Duties also included day-to-day management of the project, which includes management of schedule and invoice review.



**MARK K. BROWN, GISP**  
*Geographic Information Systems*



**VALUE ADDED TO PROJECT:**

- +Extensive experience in data analysis, data development, map production and imagery interpretation
- +Highly skilled in performing GIS services

Mark K. Brown, GISP, serves as a GIS Specialist for DRMP's Survey and Mapping/Geospatial Market Sector with experience in data analysis, data development, map production and imagery interpretation to the team, including seven years of experience performing GIS services with various Naval Facilities Regions, the United States Army Corps of Engineers, the National Geospatial-Intelligence Agency and other federal, state and local clients.

**RELEVANT PROJECT EXPERIENCE**

**Utility Asset Compilation and Application Build Out for Space Florida, BRPH Companies, Inc., Brevard County, Florida:** GIS Analyst responsible for compiling, interpreting and organizing as-built utility, easement and asset locations within an ArcGIS Online Web Application with the purpose of streamlining and making data more efficient to use. Data regarding electric, water, gas, communications and other utilities as well as roadway and stormwater infrastructure was displayed in one place with widgets and viewing options that make it convenient for stakeholders to view and evaluate systems.

**Stormwater GIS Infrastructure Evaluation and Recommendations, City of Palm Coast, Flagler County, Florida:** GIS Analyst for this project. DRMP facilitated stakeholder meetings and feedback from multiple city departments and project staff to holistically review the city's stormwater GIS database, field inspection workflows and interactive web mapping applications. The final report recommended updates to the stormwater geodatabase schema, identified constraints and opportunities and existing geospatial workflows and streamlined hosted data layers for web efficiency and internal organization.

**Indialantic Asset Mapping Drainage Modeling and Master Planning, Brevard County, Florida:** GIS Analyst responsible for integrating survey data collected by DRMP for Brevard County Indialantic stormwater asset mapping and modeling project. Tasks performed were to map survey data into GIS, input pertinent data into the county's stormwater schema and create stormwater network connectivity. Provide maps and GIS exhibits throughout process to document and track survey data collection progress and report data deficiencies. This GIS task was to support the project of developing and validation of an updated stormwater model and subsequent master planning task.

**GIS and ArcGIS Online Organizational Account Implementation, Canaveral Port Authority, Brevard County, Florida:** GIS Analyst responsible for CAD, GIS and other available spatial data integration for Port Canaveral facilities information to GIS web maps for Port stakeholder evaluation. Tasks included set up of Port Canaveral ArcGIS Online organization account, CAD to GIS data conversion, parsing historic port and federal data sources for integration into GIS web applications to be used by port staff.

**Years of Experience**

15 Total  
5 With DRMP

**Certification**

Certified Geographic Information Systems Professional No. 160483, GIS Certification Institute, 2018

**Education**

Bachelor of Arts in Geography, GIS and Environmental Applications, Florida International University, 2005  
Certificate in Web Development, University of Central Florida, 2017

**Software Aptitude**

ArcGIS for Server  
ArcSDE  
AutoCAD  
ESRI ArcGIS Desktop Pro  
ESRI Fieldmaps  
Spatial Analyst Extensions  
Survey123  
SQL Server  
PostgreSQL  
Trimble Pathfinder

*Mark K. Brown, GISP, continued*

**Comprehensive GIS Implementation Services, Valencia college, Orange County, Florida:** GIS Analyst responsible for GIS implementation for Valencia College Facilities Management. Services were to setup Valencia ArcGIS online organization account, create groups for each campus, convert legacy CAD utility files into specific GIS data models for each system. Create webmaps and applications for data collection feature updates.

**GIS Support Services, BRPH Companies, Inc. for the Greater Orlando Aviation Authority (GOAA), Orange County, Florida:** GIS Analyst for this project to provide GIS for the implementation of the Strategic Commercial Land Development Program for the GOAA. Responsible for the creation of a GIS model to rank, weight and prioritize GIS layers to model infrastructure coordination and development suitability. The project also involves coordinating with GOAA GIS staff to implement an ArcGIS Online interactive web map for GOAA leadership to view and query GOAA properties for development potential. He is also advising the staff of both BRPH and GOAA on a secure IT system architecture to serve GIS data. The final web map will be administered by GOAA GIS staff and accessible for GOAA leadership to view site information in a dynamic viewer that allows for user queries, measurements and reports to be generated. Viewer that allows for user queries, measurements and reports to be generated.

**Critical Utility Feature Data Collection and Mapping, Seminole State College Facilities Management Department, Seminole County, Florida:** GIS Analyst responsible for using Collector for ArcGIS to collect photographs and validate the locations of valves and meters for the campus' potable, sanitary and irrigation utility systems. He used CADD data to integrate with the photos and packaged the data as KMZ files for an easy, low-cost way to distribute critical utility information to campus facilities staff. The entire project collected over 400 critical utility features on the college's main campus.

**Regulatory Permit Compliance Mapping and Web Application, Greater Orlando Aviation Authority (GOAA), Orange County, Florida:** GIS Analyst for DRMP's current continuing environmental services contract with the airport, upgrading the way GOAA staff can monitor the status and compliance of all issued environmental permits. Local, state and federal permits were reviewed and consolidated for an encompassing view of applicable permits on airport property. Permit boundaries were interpreted and digitized in GIS as needed, then imported into a final geodatabase designed by DRMP to incorporate important permit information. The database serves as the foundation for a permit dashboard web application in ArcGIS Online that displays upcoming permit expiration dates, links to permit application data and relates to developable parcel information and airport project data.

**Comprehensive GIS Implementation Services, Facilities Management Department, University of South Florida, Hillsborough County, Florida:** GIS Analyst for comprehensive GIS implementation services for campus utilities and buildings. Services included CAD/GIS integration of all campus utilities, GPS field data collection, aerial LiDAR collection, ArcGIS Online implementation, web development and survey support services. This project created a baseline for USF to begin building an advanced enterprise GIS for utility modeling, space planning and facilities management.

**GIS Asset Inventory of Pre/Post Construction for SR 836 Operational, Capacity and Interchange Improvements, McKim & Creed, Inc. for Miami-Dade Expressway Authority (MDX), Miami-Dade County, Florida:** GIS Analyst for a comprehensive inventory of existing MDX assets for a 4-mile stretch of the Dolphin Expressway (SR 836) in Miami. Assisted in performing a pre-construction inventory for monitoring new/removed/modified assets as construction on SR 836 progresses. Utilized a mobile LiDAR scan and survey to create a spatially accurate inventory for MDX maintenance and asset depreciation tracking upon construction completion. This was a comprehensive inventory effort for the major east-west travel corridor in the City of Miami. The final deliverable was a geodatabase to meet MDX operational standards and will include 18 GIS layers for the open road tolling (ORT) system, intelligent transportation system, lighting, utility conduit, drainage/stormwater, signage and road design (attenuators, guardrails, etc).





**BRENT W. BASS, PE, PSM**  
*Terrestrial Mobile LiDAR*



**VALUE ADDED TO PROJECT:**

- +Proven project manager for surveying projects
- +Expert in laser scanning, mobile LiDAR, static LiDAR, etc.
- +Strong background in various types of surveys

Brent W. Bass, PE, PSM, serves as a Senior Project Manager for DRMP's Surveying and Mapping/Geospatial Division specializing in laser scanning, mobile LiDAR, static LiDAR, GPS control networks, first order control networks, right-of-way mapping and topographic surveys. His responsibilities include contract administration and project coordination, technical oversight and professional development of staff, budget and schedule coordination and quality assurance/quality control of survey deliverables.

**RELEVANT PROJECT EXPERIENCE**

**SR A1A from Milsap Road to SR 40, VHB, Inc. for FDOT District Five, Volusia County, Florida:** Survey/LiDAR Manager that was responsible for surveying, mobile scanning (processing and review), extraction of scan data and subsurface utility engineering services in support of the redesign of SR A1A at multiple locations from Milsap Road to SR 40. This project also consisted of updates to the pedestrian crossings and ADA compliance. Surveys included 3D design survey, locating drainage structures, right-of-way, underground utilities and Mobile Scan data.

**SR 15A from Plymouth Avenue to International Speedway Boulevard, FDOT District Five, Volusia County, Florida:** Project Surveyor that was responsible for surveying and subsurface utility engineering services in support of rehabilitation of asphalt pavement to extend the longevity of a 4-lane divided urban roadway. The survey services included 3D design survey, right-of-way, locating drainage structures and underground utilities. Survey area was approximately 4.29-acres.

**Continuing Services Contract C-9W85 (Arcadis), FDOT District Five, Various Counties, Florida:** Survey Manager for this contract. Task work orders have included conventional survey, right-of-way mapping, subsurface utilities and terrestrial LiDAR for FDOT projects in District Five.

- **SR 44 Resurfacing from the I-4 Eastbound on-ramp to west of CR 4118, FDOT District Five, Volusia County, Florida:** Survey Project Manager that was responsible for surveying, scanning (processing and review) and subsurface utility engineering services in support of redesign and resurfacing of SR 44 in Volusia County. Surveys included 3D design survey, locating drainage structures, right-of-way, underground utilities and scan data.
- **Intersection of SR 15A and Taylor Road, FDOT District Five, Volusia County, Florida:** Survey Project Manager that was responsible for surveying, scanning (processing and review) and subsurface utility engineering services in support of redesigning the intersection of SR 15A and Taylor Road in Volusia County. Surveys included 3D design survey, locating drainage structures, right-of-way, scan data and underground utilities.

**Years of Experience**

13 Total  
6 With DRMP

**Professional Registration**

Professional Engineer  
No. 84444, Florida, 2019  
Professional Surveyor and Mapper,  
No. LS7512, Florida, 2023

**Education**

Bachelor of Science in Construction  
Engineering and Management,  
North Carolina State University, 2010

**Professional Affiliation**

Florida Surveying and Mapping Society (FSMS)

**Software Aptitude**

Applanix  
AutoCAD Civil 3D  
GEOPAK  
MicroStation  
Pix4D  
CORRELATOR 3D  
RiSCAN PRO  
RiPROCESS  
TopoDOT  
Trimble Access  
Trimble Business Center

*Brent W. Bass, PE, PSM, continued*

- **SR 25 Arlington Boulevard to CR 33, FDOT District Five, Lake County, Florida:** Survey Manager that was responsible for surveying, scanning (processing and review) and subsurface utility engineering services in support of redesign and resurfacing of SR 25 in Lake County. Surveys included 3D design survey, locating drainage structures, right-of-way, underground utilities and scan data.

**Continuing Services Contract C-A024, FDOT District Five, Various Counties, Florida:** Survey Project Manager for this contract. Task work orders have included conventional survey, right-of-way mapping, final monumentation maps, subsurface utilities and terrestrial LiDAR for in-house FDOT projects and design surveys.

- **SR 600 from North of Alabama Avenue to East of Kepler Road, FDOT District Five, Volusia County, Florida:** Survey Project Manager that was responsible for surveying, scanning (processing and review) and subsurface utility engineering services in support of redesign and resurfacing of SR 600 in Volusia County. This project also consisted of updates to the pedestrian crossings and ADA compliance. Surveys included 3D design survey, locating drainage structures, right-of-way, underground utilities and scan data.
- **SR 483 Clyde Morris Boulevard, FDOT District Five, Volusia County, Florida:** Survey Project Manager responsible for surveying, mobile scanning (processing and review), extraction of scan data, and subsurface utility engineering in support of the resurfacing and reconstruction of Clyde Morris Boulevard from SR 400 to Dunn Avenue. This 4-mile project also consists of widening the roadway, shoulder work, drainage updates, and a pedestrian tunnel to increase safety for local students. Surveys include 3D design survey, locating drainage structures, underground utilities, control survey, and Mobile Scan Data.
- **Raymond Avenue Intersection, FDOT District Five, Seminole County, Florida:** Survey/LiDAR Manager responsible for surveying, mobile scanning (processing and review), and extraction of scan data in support of the resurfacing and reconstruction of the intersection of Raymond Avenue and SR 436. This project also consists of pedestrian safety, drainage updates, striping. Surveys include 3D design survey, locating drainage structures, right-of-way, underground utilities and Mobile Scan Data.

**SR 516 (Lake Orange Expressway) from Orange/Lake County Line to SR 429 (Segment 3) (Contract No. 516-238), Central Florida Expressway Authority, Orange County, Florida:** Survey/LiDAR Manager responsible for mobile scanning (estimating, processing and review) and delivery of Mobile Scan Data to support the new systems interchange connecting SR 429 to SR 516, a new 4-lane limited access toll facility that extends to US 27. This interchange includes five new bridges, with two using concrete Florida-U Beams and three using steel box girders and four bridge widenings, where three are using Florida-I Beams and one is using steel I-girders. This project also includes two miles of roadway improvements along SR 429, which includes widening, adding ramps and milling and resurfacing of the remaining existing roadway, a new dual teardrop roundabout at the interchange with Valencia Parkway, permitting with FDEP and SFWMD, coordination with Orange County, Lake County and local landowners, drainage, intelligent transportation systems, lighting, signing and pavement markings, tolling, aesthetics and geotechnical services.

**Wekiva Parkway Section 8 Interchange Design-Build, The Lane Construction Corporation for FDOT District Five, Seminole County, Florida:** Survey Manager that was responsible for surveying, scanning (processing and review) and subsurface utility engineering services for the design of a limited access toll road starting from Orange Boulevard to east of Rinehart Road. This \$263.3 million project includes a new system to system interchange that connects I-4, SR 417 and SR 429 as well as accommodates future express lanes. The project includes 20 new bridges and two bridge widenings. Bridge types include a combination of single and multi-span bridges, concrete Florida-I Beams and steel plate girders. The design-build team's approved interchange alternative technical concept improves operations and safety during and after construction, while reducing overall impacts and long-term maintenance costs. Other project design elements include complex maintenance of traffic, drainage design, permitting, signing and pavement marking, lighting, signalization, intelligent transportation systems, landscape, geotechnical, tolling and surcharge areas to consolidate deep muck. Surveys included 3D design survey, locating drainage structures, underground utilities and scan data.



**PABLO FERRARI, PSM**  
*Land Surveying Services*



**VALUE ADDED TO PROJECT:**

- +Extensive experience in various survey projects
- +Thorough understanding of field and office standards
- +History of working with State and Municipal clients

Pablo Ferrari, PSM, serves as a Vice President for DRMP's Survey and Mapping/Geospatial Market Sector. Mr. Ferrari has over 35 years of experience in the surveying field. He has worked with numerous public and private clients on various types of corridor surveys for transportation and utility projects. Some of the entities that Mr. Ferrari has worked with are FDOT, JTA, JEA, City of Jacksonville, JAA, JAXPORT, Duval County School Board, Jacksonville University, St. Johns County Construction Services, City of St. Augustine, St. Johns County Utility Department, St. Johns County School District, Clay County Utility Authority, Clay Electric, ATT, FPL and Georgia Transmission Corporation.

Mr. Ferrari has had extensive experience working as a Project Manager on FDOT and JTA projects over the last 25 years. He can communicate effectively with the client- as well as the public, to ensure that the project stays on schedule. He has an appropriate understanding of what level of effort is needed to accomplish the task at hand, which enables him to deliver the necessary information to the client while keeping the project within budget.

**RELEVANT PROJECT EXPERIENCE**

**Beach Boulevard and North 6th Street, City of Jacksonville Beach, Duval County, Florida:** Project Surveyor responsible for a topographic survey a portion of Beach Boulevard (SR 212) at 6th Street North, Jacksonville Beach, Florida. The survey was for design and permitting for a Horizontal Directional Drill project to replace an existing Water Main running along the easterly side of 6th Street as it crosses Beach Boulevard. The survey extended 100-feet north and 100-feet south of the centerline intersection of Beach Boulevard and 6th. Street, with the easterly and westerly limits being the right-of-way of 6th. Street.

**ADA Ramps, City of Jacksonville, Duval County, Florida:** Project Surveyor responsible for verifying slopes of existing ADA Ramps throughout Jacksonville for Contractor.

**Design Survey for West 4th Street Road Improvements, City of Jacksonville, Duval County, Florida:** Project Surveyor responsible for establishing a baseline and marking stationing in field with nails, right-of-way identified throughout with 50-foot cross sections. The survey was extended 20 feet beyond the right-of-way at the three side streets. All protected trees were identified.

**Mayport Ocean Street, City of Jacksonville Parks, Duval County, Florida:** Project Surveyor responsible for a boundary survey and topographic survey of Michael Scanlon Park.

**Cahoon Road from Lenox Avenue to south of Beaver Street (US 90) (Better Jacksonville Plan), City of Jacksonville, Duval County, Florida:** Project Surveyor responsible for a design and right-of-way survey that included a full topographic from right-of-way to right-of-way. It also included right-of-way maps with TCE's and parcel takes for roadway improvements.

**Years of Experience**

38 Total  
18 With DRMP

**Professional Registration**

Professional Surveyor and Mapper  
No. LS5601, Florida, 1996  
No. PLS4546, Alabama, 2001  
No. LS002820, Georgia, 2000  
No. PS #3110, Mississippi, 2008  
No. L-4446, North Carolina, 2003  
No. Reg #20855, South Carolina, 2001

**Education**

Bachelor of Science in Surveying and Mapping, University of Florida, 1991

**Software Aptitude**

AutoCAD Civil 3D

**Professional Affiliation**

Florida Surveying and Mapping Society



**TERRY M. DURDEN, PLS**  
*Land Surveying Services*



**VALUE ADDED TO PROJECT:**

- +Highly experienced working on various survey projects
- +Thorough understanding of field and office standards
- +Strong knowledge of municipal requirements

Terry M. Durden, PLS, serves as a Vice President for DRMP's Survey and Mapping/Geospatial Market Sector. He joined DRMP with the 2023 acquisition of Geomatics Corporation with a 23-year tenure at that firm. Mr. Durden is responsible for quality assurance/quality control of surveying services for public and private sector clients, marketing and business development, project management and technical oversight of staff production as well as establishing and maintaining client relationships.

Mr. Durden has over 40 years of diversified surveying experience. He has experience in GPS (Global Positioning Systems) and geodetic surveys as well as large boundary surveys, topographic surveys, right-of-way surveys, design surveys, boundary surveys, and wetland jurisdictional surveys. He also has extensive knowledge of St. Johns County, as he served as the County Surveyor from 1992 – 1995.

**RELEVANT PROJECT EXPERIENCE**

**Volusia County Beach Disposal Area, Southwind Construction Corp. for Volusia County, Florida:** Project Surveyor responsible for oversight of staking and grading at 200-foot intervals for beach placement. The limits of the beach placement began at FDEP monument R-161 and terminated at R-174, plus or minus 13,000-feet of beach.

**Continuously Operating GPS Reference Stations, St. Johns County, Florida:** Project Surveyor that established NAD83/90 coordinates on three, new, continuously operating reference stations located within St. Johns County, Florida. Developed a network plan utilizing five GPS receivers and existing St. Johns County Geodetic Network for Control.

**St. Johns County Countywide Stormwater Model, Jones Edmunds and Associates for St. Johns County, Florida:** Project Surveyor responsible for setting benchmarks and performing a topographic survey for approximately 325 cross-sections and 800 culvert locations within Deep Creek watershed. Data collected met horizontal and vertical accuracy requirements as referenced in FEMA guidelines and specification for flood hazard mapping partners.

**Menendez Road and Arricola Avenue, City of St. Augustine, St. Johns County, Florida:** Project Surveyor responsible for a topographic survey of the above referenced roads within the City of St. Augustine, Florida. The features located by the survey included all visible above ground improvements, sanitary and drainage structures with inverts and sizes if obtainable, overhead utility lines, trees, and vertical data, cross sectional data was collected at 100 feet intervals along the project route. The survey also included the location and identification of under ground utilities as marked by the City of St. Augustine. The extents of the survey were: Menendez Road and Anastasia Boulevard to centerline of right-of-way on Anastasia Boulevard; Menendez Road from Anastasia Boulevard to Coquina Avenue to extended 25 feet east along Cabeza Street, Herada Street, Carver Street West, Kenan Street, and Alerto Street, also to include 25 feet east and west along Coquina Avenue; Carver Street West from Menendez Road to Arricola Avenue; Arricola Avenue from 25 feet north of intersection with Carver Street West to Coquina Avenue, also to include 25 feet east and west along Coquina Avenue.

**Years of Experience**

46 Total  
23 With DRMP

**Professional Registration**

Professional Land Surveyor  
No. LS5261, Florida, 1993

**Education**

Associate of Science, Santa Sante Fe  
Community College, 1986  
Surveying and Mapping Courses,  
University of Florida, 1988-1991

**Professional Affiliation**

Florida Surveying and Mapping Society





**J. BARRY CABANISS, PLS**  
*Land Surveying Services*



**VALUE ADDED TO PROJECT:**

- +Expert in providing survey and construction manager support
- +Well-versed in right-of-way acquisition
- +Strong knowledge of municipal requirements

J. Barry Cabaniss, PLS, serves as a Vice President for DRMP's Survey and Mapping/Geospatial Market Sector. He joined DRMP with the 2021 acquisition of Bussen-Mayer Engineering Group, Inc. with a 37-year tenure at that firm. Mr. Cabaniss is responsible for quality assurance/quality control of surveying services for public and private sector clients, marketing and business development, project management and technical oversight of staff production as well as establishing and maintaining client relationships.

Mr. Cabaniss has served Brevard County, the City of Cocoa, the City of Melbourne and MIRA on previous Continuing Consultant Contracts, in the role of survey and construction manager for a variety of individual projects. He has an extensive engineering background gained from over 25 years of direct project involvement with Brevard County projects. He specializes in right-of-way acquisition services, based on his background and experience as a Registered Land Surveyor. He has experience with resurfacing, restoration and rehabilitation on FDOT projects and Federal Stimulus projects for Brevard County. Mr. Cabaniss is also skilled at property deed research, preparation of sketch and descriptions for acquisition of parcels or easements, provides assistance in addressing environmental issues, such as locating wetlands and relocating gopher tortoises.

**RELEVANT PROJECT EXPERIENCE**

**Continuing Services Contract, City of Melbourne, County, Florida:** Project Manager for this continuing services contract includes surveying, preliminary design, final design, cost estimating and CEI inspection services for various projects within the city and surrounding areas. Projects include intersection improvements, utility (water, re-use, sewer or forcemain) expansion or replacement projects, lift station improvements or re-construction, stormwater quality improvements (baffle box/ detention ponds / rain gardens), sidewalk improvements, drainage improvements, plat reviews and boat launch ramps. Projects performed under this contract include:

- **Pirate Lane Road Widening:** Preparation of preliminary engineering plans, stormwater treatment analysis/ calculations, and land acquisition assistance for a one-mile road widening and realignment project. Engineering analysis, surveying, environmental assessment and geotechnical engineering services were provided. Engineering documents included 30% engineering plans, stormwater calculations, cost estimates, sketch and descriptions, acquisition analysis and geotechnical engineering report.
- **Melbourne Police Department:** Performed analysis of existing Police Department (PD) building to determine general building condition and identify potential causes of moisture issues. Services included analysis of architectural, building envelope, mechanical systems and review of original design documents. Initial moisture testing was performed followed by additional assessment and remediation recommendations upon discovery of mold. Building analysis report and air quality assessment reports were prepared.
- **Hickory Street Drainage Pipe Replacement:** Performed surveying, engineering, easement acquisition analysis, and CEI services associated with replacement of failing large diameter piping. Design was performed to replace 800-LF of CMP with 84-inch RCP and several large structures within a very limited space. Design also included relocation of existing utilities and roadway open cut/pavement replacement. CEI services were provided during construction.

**Years of Experience**

46 Total  
39 With DRMP

**Professional Registration**

Professional Land Surveyor  
No. LS4524, Florida, 1988

**Education**

Studies in Architectural Field,  
Brevard Community College-Cocoa, Florida

**Certifications**

Inspector Training Program, Department of  
Environmental Protection, 2010

**Professional Affiliations**

National Society of Professional Surveyors



**JOSHUA R. NORMAN**  
*CDBG-DR Federal Compliance*



**VALUE ADDED TO PROJECT:**

- +Managed projects involving \$1 billion in grants for infrastructure
- +Directed teams in resilience strategies and disaster recovery management

Joshua R. Norman serves as the Disaster Resilience and Sustainability Practice Leader for DRMP. His responsibilities include overseeing DRMP's resilience and sustainability and grant administration projects as well as promoting our growth in these service areas throughout the Southeast. The majority of Mr. Norman's experience is within the field of emergency planning, response, mitigation, resilience, and disaster recovery. He has 17 years of experience in the areas of program and project management and inter-governmental relations. Mr. Norman has developed and administered more than \$1 billion in grants including new construction, repair, and retrofit for various infrastructure and government facilities. He served as recovery manager for the City of New Orleans, during hurricane Katrina recovery and since has served as Principle, Program Manager, and Subject Matter Expert for clients across the country in approximately 25 named disasters.

**Years of Experience**

26 Total  
<1 With DRMP

**Education**

Bachelor of Science in Emergency Administration and Planning, University of North Texas, 2015  
Associate of Science in Fire Science, Collin County Community College, Fire Academy, 2015

**Publications**

"Influential Intermediaries," Public Works Magazine, December, 2009  
"Navigating the Road to Recovery," Disaster Recovery Journal, 2009

**RELEVANT PROJECT EXPERIENCE**

*WORK PRIOR TO DRMP*

**Vice President of Climate Resilience and Sustainability, WSP USA:** Led a multidisciplinary team across the US to implement resilience strategies through planning, studies, grant strategies and development, disaster recovery management, and hazard mitigation solutions, focusing on nature-based solutions, and resilient design. Provided support to WSP Federal Emergency Management District with Disaster Recovery projects and the prominent FEMA contracts: PA-TAC, HMTAP, and HIS.

**Director of Homeland Security, GP Strategies:** Managed teams specializing in federal policy, construction, grant writing, and technical expertise, executing disaster recovery, hazard mitigation, and emergency preparedness for multi-million-dollar programs across the US, including territories and states like Puerto Rico, Northern Mariana Islands, Florida, Texas, Massachusetts, Virginia, North Carolina, and South Carolina.

**Severe Storms and Flooding DR-4139/DR-4177, Florida Department of Emergency Management, Walton & Bay Counties, Florida:** Served as State Liaison, aiding Walton and Bay Counties with Project Worksheet development for severe flood-induced road damages. Orchestrated Project Worksheets, coordinated FEMA inspections, and implemented hazard mitigation measures including culvert upgrades, sidewalk reinforcement, and Geotechnical fabric incorporation.

**Hurricane Michael and Sally Recovery, Jackson County, Florida:** Oversaw disaster recovery program management, which involved the organizational design of the Recovery Management Office, creation of an Administrative Plan, and a long-term recovery strategy. Conducted assessments for \$100 million in road damages, integrating Hazard Mitigation efforts to diminish future washouts through culvert upgrades, sidewalk reinforcement, and the application of Geotechnical fabric.



**GREGORY J. CALDERON HERNANDEZ**  
*Subsurface Utility Engineering*



**VALUE ADDED TO PROJECT:**

- +Strong knowledge of various utility designating equipment
- +Well-rounded SUE experience
- +Completed a Utility Investigation School Program

Gregory "Greg" Calderon Hernandez, serves as the Orlando Subsurface Utility Engineering Group Leader for DRMP's Survey and Mapping/Geospatial Market Sector. His responsibilities include the coordination and supervision of subsurface utility engineering crews, project planning, utility coordination and quality assurance and quality control and preparation of deliverables.

Mr. Calderon's technical experience includes subsurface utility designation (CI/ASCE 38-02 QL-B) and location (CI/ASCE 38-02 QL-A) for large right-of-way projects and smaller sites, as well as obtaining survey data for the various types of surveys. He has experience working with utility designating equipment such as Mala GPR (HDR Pro, RAMAC), RD1000 GPR, EM Locators; Vivax vLoc, 3M Dynatel, Subsite and Metrotech.

**RELEVANT PROJECT EXPERIENCE**

**SR 44 Resurfacing from the I-4 Eastbound on-ramp to west of CR 4118, FDOT District Five, Volusia County, Florida:**

SUE Manager responsible for subsurface utility engineering services (Quality Level B & A) in support of redesign and resurfacing of SR 44 in Volusia County. Surveys include 3D design survey, locating drainage structures, right-of-way, underground utilities and scan data.

**Maitland Art Center Drainage Rehabilitation, City of Maitland, Seminole County, Florida:** SUE Manager responsible for overseeing subsurface utility engineering services, Quality Level A (Locates) and B (Designates), to supplement existing utility data provided by the client and to support the drainage improvement/wall restoration design for the Maitland Art Center.

**SUE Services, Seminole State College of Florida, Seminole County, Florida:** SUE Project Manager responsible for overseeing subsurface utility engineering services (Quality Level B & A) to identify horizontal and vertical position of utilities in possible conflict with the installation of new fiber optic cables to feed the Seminole State College Safety Building.

**Hazeltine National Drive Alignment, City of Orlando, Orange County, Florida:** SUE Manager responsible for overseeing subsurface utility engineering services, Quality Level B (Designates), to map existing underground utilities within the area of interest (Dakota Drive from east end of Hazeltine National Drive to Narcoossee Road). Survey task included setting Horizontal and Vertical Control, topographic survey with 3D Digital Terrain Model along the proposed project alignment, right-of-way survey and recovered the existing alignment of Narcoossee Road north of SR 528 to establish the right-of-way of Narcoossee Road within the project limits.

**Years of Experience**

15 Total  
5 With DRMP

**Education**

Bachelor of Arts in Marketing,  
University of Puerto Rico (Piedras Campus), 2001  
Utility Investigation School Program -Utility  
Engineering, Louisiana Tech University, 2019

**Certifications**

Utility Investigation School Program,  
Utility Engineering (SUE), 2019  
OSHA 30 Hour Outreach Training for  
Construction Industry, 2018  
OSHA 29 Confined Space Entrant & Entry  
Supervision Training, 2015  
FDOT Advance MOT Certification, 2018  
Underground Utility Locator and Field  
Troubleshooting Certification, 2014  
CPR/AED, Standard First Aid & Bloodborne  
Pathogens, 2018

**Software Aptitude**

Bluebeam Revu 2018  
MicroStation



## **IVAN E. HERNANDEZ**

*Utility Coordination*



### **VALUE ADDED TO PROJECT:**

- +Familiar with FDOT and NCDOT requirements and procedures
- +Experience with resurfacing, restoration and rehabilitation projects
- +Well-versed in providing subsurface utility engineering support

Ivan E. Hernandez serves as a Utility Coordinator for DRMP's Survey and Mapping/Geospatial Market Sector. In this role, he acts as a liaison between utility agency owners (UAOs), designers, and government agencies, performing record research of UAO facilities. Mr. Hernandez is responsible for identifying potential utility conflicts with bridge and roadway construction, determining the need for Subsurface Utility Engineering (SUE) to minimize potential conflicts, utility conflict resolution, developing utility agreements and utility relocation estimates, utility work schedule development, and coordinating with UAOs for relocation. Mr. Hernandez has experience using FDOT's Utility Accommodation Manual (UAM) and Utility Procedures Manual (UPM), along with NCDOT's Utility Accommodation Manual (UAM).

### **Years of Experience**

6 Total  
1 With DRMP

### **Education**

Bachelor of Business Administration in Construction Management, Polytechnic University of Puerto Rico, 2022

### **Certifications**

Highway Planning Reading Self Study Course, NCDOT  
OSHA 10 hour

### **Professional Affiliation**

Florida Utility Coordination Committee

### **RELEVANT PROJECT EXPERIENCE**

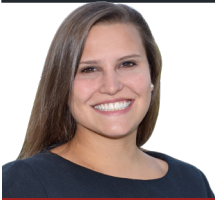
**Hollywood Boulevard Road Widening, Brevard County, Florida:** Utility Coordinator responsible for identifying UAOs and developing contacts to identify underground utilities, VVH coordination, subsurface utility survey, and utility research to obtain facilities maps and plans. Also responsible for utility follow-up and constructability review, and attending field, preliminary, design, and other technical meetings for the widening of Hollywood Boulevard in Brevard, Florida, from 2-lanes to 4-lanes, within an urban corridor from Palm Bay Road north to US 192. Project includes designing the initial concept plan, identifying lands targeted for right-of-way acquisition and roadway geometry for 30% agency review. This project is currently in the design phase.

**Continuing Services Push Button for Design Contract No. CAO20, FDOT District One, Districtwide, Florida:** Utility Coordinator in support of this districtwide continuing contract with FDOT District One for the development of construction plans, encompassing minor design, preliminary concept design, widening, and resurfacing projects on a task work order basis. The scope includes field surveys, geotechnical investigations, and comprehensive analysis and design for roadway features, drainage systems, intersections, signage, pavement markings, signalization, and lighting. Work also involves utility relocation coordination, temporary traffic control planning, environmental permitting, intelligent transportation systems, quantity computations, and other incidental requirements.

- **US 41 SR 45 at Olean Boulevard – Mast Arm, FDOT District One, Charlotte County, Florida:** Utility Coordinator responsible for identifying UAOs and developing contacts to identify underground utilities, VVH coordination, subsurface utility survey, and utility research to obtain facilities maps and plans for this task to design a proposed mast arm in the NE quadrant of US 41 at Olean Boulevard in Port Charlotte lying in Charlotte County. The work includes updating the existing mast arm configuration in the southwest quadrant per the concept plans.

**Summer Haven North Old A1A Road Reconstruction Design-Build, Superior Construction Company Southeast, LLC. for St. Johns County, Florida:** Utility Coordinator responsible for identifying UAOs and developing contacts to identify underground utilities, VVH coordination, subsurface utility survey, and utility research to obtain facilities maps and plans. This progressive design-build project includes the reconstruction of approximately 2,000 feet of sea wall and other infrastructure improvements along Old A1A following Hurricane Matthew. The wall was designed to resist a 100 year storm event and resulted in an anchored sheet pile wall. The project includes roadway reconstruction, drainage outfall pipe replacement, steel sheet pile and pile cap installation, replacement and adjustment of the existing rock revetment, utility coordination and relocation, environmental/permitting, survey, and public involvement.





## KELLY M. MARTON, GISP

*Geographic Information Systems (GIS)*



### VALUE ADDED TO PROJECT:

- +Highly experienced in GIS Analysis
- +Extensive experience in asset inventory field collections
- +Geodatabase design and creation

Kelly M. Marton, GISP, serves as a GIS Project Manager for DRMP's Survey and Mapping/Geospatial Market Sector and is responsible for geodatabase design, ArcGIS Online story map development, GPS field collection efforts and data quality assurance/quality control (QA/QC). She is experienced in transportation and school planning, development review for municipalities, integrating CAD/MicroStation design plans and GIS for construction management and detailed infrastructure mapping. Ms. Marton is also adept at preparing graphics for public involvement materials and updating website content for public outreach.

### RELEVANT PROJECT EXPERIENCE

**Utility Asset Compilation and Application Build Out for Space Florida, BRPH Companies, Inc., Brevard County, Florida:** GIS Analyst responsible for compiling, interpreting and organizing as-built utility, easement and asset locations within an ArcGIS Online Web Application with the purpose of streamlining and making data more efficient to use. Data regarding electric, water, gas, communications and other utilities as well as roadway and stormwater infrastructure was displayed in one place with widgets and viewing options that make it convenient for stakeholders to view and make use of.

**Civil Engineering Services Continuing Contract, City of Maitland, Orange County, Florida:** GIS Analyst for this continuing services contract with the City of Maitland, Florida. Projects completed under this contract include:

- **GIS Needs Assessment, City of Maitland, Orange County, Florida:** GIS Analyst for this project completed under a continuing services contract with the City. Work completed includes economic development modeling using ArcGIS Online and Energov implementation. The City's GIS data was converted from shapefiles to an authoritative geodatabase and reference base maps for utilities, parcels and other frequently used geographic information were created. A web-based, 3D visualization of the City's taxable value-per-acre was created to help the City to visualize the land uses that generate the most tax revenue. The City's parcel data was formatted to conform to Energov standards for use as a base layer.

**Critical Utility Feature Data Collection and Mapping, Facilities Management Department, Seminole State College, Seminole County, Florida:** GIS Analyst for this surveying and mapping contract. Ms. Marton's GIS team collected 400 critical utility features on the College's main campus. She collected photos and validated the location of valves and meters for campus potable, sanitary and irrigation utility systems using Collector for ArcGIS. CAD data was integrated with the photos and packaged as KMZ files for an easy, low-cost way to distribute critical utility information to campus facilities staff.

### Years of Experience

11 Total  
9 With DRMP

### Certification

Certified Geographic Information Systems Professional No. 160529,  
GIS Certification Institute, 2018

### Education

Master of Arts in Web Design and Online Communication, University of Florida, 2017  
Bachelor of Arts in Geography, University of Florida, 2013

### Software Aptitude

ArcGIS Online  
ArcGIS Pro  
ArcGIS Field Maps  
Microstation  
Python  
Adobe Creative Suite

### Awards

American Council of Engineering Companies of Florida (ACEC-FL) Engineering Honor Award in the Surveying & Mapping Technology Category, 2021  
Florida Association of County Engineers and Road Superintendents for Best Team Project, 2014



**BRYANT N. KING, CST I**  
*Terrestrial Mobile LiDAR*



#### VALUE ADDED TO PROJECT:

- +Experience as a field crew member and office survey technician
- +Well-rounded survey work
- +Thorough data processing and extraction work

Bryant N. King, CST I, serves as a Senior LiDAR Technician in DRMP's Surveying and Mapping Division. His expertise includes boundary surveys, tree surveys, topographic surveys, wetland jurisdiction surveys, plats and specific purpose surveys. He is also experienced in 3D Laser scanning equipment and processing clouds. He is also responsible for reducing field notes, processing field data collected with electronic field book (EFB) or conventionally converting into other programs such as MicroStation or AutoCAD.

#### RELEVANT PROJECT EXPERIENCE

**SR A1A from Milsap Road to SR 40, VHB, Inc. for FDOT District Five, Volusia County, Florida:** Senior LiDAR Technician responsible for surveying, scanning (mobile scan, processing and review) and overseeing extraction of Mobile Scan data in support of the redesign of SR A1A at multiple locations from Milsap Road to SR 40. This project also consists of updates to the pedestrian crossings and ADA compliance. Surveys include 3D design survey, locating drainage structures, right-of-way, underground utilities and Mobile Scan data.

**Continuing Services Contract C-A024, FDOT District Five, Various Counties, Florida:** Survey/LiDAR Technician for this contract. Task work orders have included conventional survey, right-of-way mapping, final monumentation maps, subsurface utilities and terrestrial LiDAR for in-house FDOT projects and design surveys.

- **SR 600 from North of Alabama Avenue to East of Kepler Road, FDOT District Five, Volusia County, Florida:** Survey/LiDAR Technician that was responsible for surveying, scanning (processing and review) and overseeing extraction of Scan data in support of the redesign and resurfacing of SR 600 in Volusia County. This project also consisted of updates to the pedestrian crossings and ADA compliance. Surveys included 3D design survey, locating drainage structures, right-of-way, underground utilities and scan data.
- **SR 600 from North of Alabama Avenue to East of Kepler Road, FDOT District Five, Volusia County, Florida:** Survey/LiDAR Technician that was responsible for surveying, scanning (processing and review) and overseeing extraction of Scan data in support of the redesign and resurfacing of SR 600 in Volusia County. This project also consisted of updates to the pedestrian crossings and ADA compliance. Surveys included 3D design survey, locating drainage structures, right-of-way, underground utilities and scan data.

#### Years of Experience

10 Total  
 10 With DRMP

#### Certification

Certified Survey Technician I No. 1018-6198,  
 June 2018

#### Education

Post-Grad Certificate in Geomatics,  
 University of Florida, 2018  
 Bachelor of Science in Criminal Justice,  
 University of Central Florida, 2012

#### Equipment

Riegl VZ-400 Terrestrial Scanner  
 Riegl VMX-2HA Mobile Scanner  
 Microdrone MDL3000  
 Teledyne Marine Z-boat

#### Software Aptitude

Applanix POSPac  
 AutoCAD Civil 3D  
 Correlator 3D  
 Electronic Field Book (EFB) Processing  
 mdInfinity  
 MicroStation  
 Pix4D  
 Riegl RiScan  
 Riegl Riprocess  
 TerraScan  
 TopoDOT for MicroStation  
 Trimble Access  
 Trimble Business Center



## HANS E. KNOEPFEL, PSM

*Unmanned Aerial Systems FAA Certified*



### VALUE ADDED TO PROJECT:

- + Proficient in using Survey Data Collector programs
- + Registered apprentice with the Florida Department of Workforce Education Apprenticeship Section

Hans E. Knoepfel, PSM, serves as a Senior Survey Analyst for DRMP's Survey and Mapping/Geospatial Market Sector. In this capacity, his responsibilities include supervision and leadership of a field crew that performs plane and/or geodetic surveys for construction, topographic, railroad, bridge, right-of-way and control survey projects as well as obtaining and processing of 3D Laser Scans and Unmanned Aircraft System (UAS) data.

His day-to-day responsibilities in the field include collecting field survey data through use of conventional static scanner, drones and Global Positioning System (GPS) methods, operating survey equipment (electronic total station, data collector and GPS equipment), preparing field notes and drawings, surveying existing intersection ties and locating or establishing vertical and horizontal control (right-of-way, monuments, corners, boundaries and property lines). He also has experience performing complex surveying calculations using Survey Data Collector programs. He has completed the Survey and Mapping Apprenticeship Program and is a registered apprentice with the Florida Department of Workforce Education Apprenticeship Section. To obtain this apprenticeship, Mr. Knoepfel participated in a two-year program consisting of 330 hours of instruction and 4,000 hours of on-the-job training.

### RELEVANT PROJECT EXPERIENCE

**Banana River Shoreline Restoration, Patrick Air Force Base, Brevard County, Florida:** Party Chief for surveying services in support of design to repair hurricane damage to 3.5 miles of river shoreline, providing long-term shoreline stabilization. Survey included an edge of water boundary determination and mean high water survey. High-resolution aerial imagery was collected with an unmanned aerial system and processed photogrammetrically to measure shoreline changes over time. All survey data was processed and presented in accordance with AEC CADD and SDSFIE standards for incorporation into the Air Force GIS system and utilization during design.

**Peter's Creek Waste Water Treatment Plant, Ardurra Group, Inc. for Clay County Utility Authority, Clay County, Florida:** UAS Pilot responsible for aerial target placement, pre flight planning and inflight data collection for a topographic survey of a 107 acre site and a 70 acres parcel boundary survey in rural Clay County, Florida.

### Years of Experience

20 Total  
9 With DRMP

### Professional Registration

Professional Surveyor and Mapper,  
No. LS7293, Florida 2021

### Certifications

Certified Mapping Technologist, #L081, May 2023  
Certified Survey Technician, Level III, #0307-2839, June 2017  
FDOT Intermediate Maintenance of Traffic  
FAA UAS Pilot Certification #4017811

### Education

GIS Certificate,  
Penn State University, 2012  
Survey Certificate,  
Middle Georgia College, 2009  
Bachelor of Science in Geology,  
Georgia Southern University, 2001

### Equipment

Auto Levels (Topcon, Sokkia, Leica, Trimble)  
RIEGC VZ400i LiDAR Scanner  
Topcon Hyerlite GPS System  
Total Station (Topcon, Trimble GPS System (5700, R8, R10))  
Drones ( DJI Phantom 4 Pro, Microdrone MDlidar3000)

### Software Aptitude

Bentley OpenRoads  
GIS  
Microstation V8i  
POSPac UAV 8.5  
RIPROCESS  
Riscan Pro  
TDS Survey Pro  
TOPODOT  
Trimble Access  
Trimble Business Center

### Professional Affiliation

American Society of Photogrammetry and Remote Sensing (ASPRS)



## Schwartz, Maylone and Associates, LLC

### Corey Maylone – Project Surveyor

**Experience:** 25 years (1.5 years with current firm, founding partner)

**Education:** Diploma, North Pole High School, 1999

**Professional Registrations:**

Certified Survey Technician, Level III Boundary

First Aid CPR AED

**Project Role:** Survey Project Manager

**Professional Profile:**

Mr. Maylone offers more than 25 years of experience in the surveying and mapping profession, with 13 of those years in survey project management. Having worked from rodperson through survey project manager, his project experience includes boundary surveys, alignment retracement, topographic/design surveys, surveying and mapping quality control, right-of-way and control surveys, right-of-way and control survey mapping.

[CDM@smasurvey.com](mailto:CDM@smasurvey.com)

386-837-0171

**Project Experience:**

**County Road 437 Realignment, Lake County, FL:** Right of way maps, sketch of descriptions and a topographic survey were prepared for the realignment of County Road 437 in Sorrento. The project included retracement of a closing section with substantial title issues, monumented gaps and overlaps and other various boundary issues.

**Dr. Mary McLeod Bethune Blvd, City of Daytona Beach Volusia County, FL:** A topographic and right of way survey were prepared from State Road 5A (Nova Rd) to North Lincoln St in Daytona Beach to aid in the design of roadway improvements, including sidewalk installation and ADA compliance curb ramps.

**Howland Blvd widening, Volusia County, FL:** A topographic survey, right of way control survey, right of way maps and legal descriptions were prepared for the land acquisition and widening of Howland Blvd, from West of Providence Blvd to Elkcarn Blvd. in Deltona, Florida. This was the last stretch of Howland Blvd to be widened from the original two lanes to four lanes.





## Schwartz, Maylone and Associates, LLC

### Jeffrey Schwartz, PSM, PE – Surveying and Mapping

**Experience:** 25 years (1.5 years at current firm, founding partner)

**Education:** BS, Civil Engineering, University of Central Florida

**Project Role:** Surveyor of Record

**Professional Registrations:**

Professional Surveyor and Mapper, LS6618 (July 2007)

Professional Engineer, Florida License Number 83329 (July 2017)

**Professional Profile:**

Jeffrey Schwartz, PE, PSM has over 25 years of surveying and mapping experience. The majority of his experience has been focused on project management, client relations, production, and design. Mr. Schwartz's clients have included the Florida Department of Transportation, Central Florida Expressway Authority, Orange County, Seminole County, City of Winter Garden, City of Oviedo, and other engineering firms. Mr. Schwartz takes pride in completing a project under budget and on schedule while meeting the client's project requirements.

[jschwartz@smasurvey.com](mailto:jschwartz@smasurvey.com)

407-417-3505

**Project Experience:**

**Oviedo Boulevard Trail Project, City of Oviedo, Seminole County, Florida**

A boundary and topographic survey was completed for a proposed trail project for the City of Oviedo. The project included extensive review of title work and FDOT right of way maps for a parcel of land transferred to the City of Oviedo from FDOT. The topographic survey extended east and west to tie into the existing trails. Coordination took place between the City, landscape architects, and an engineering firm for the adjacent landowner. Several sketch and descriptions were completed to for proposed easements and agreements.

**Solary Park Parking Lot Survey, City of Oviedo, Seminole County, Florida**

A topographic survey was completed for the existing parking lot located at the intersection of Franklin Street and Division Street located in the northwest corner of the existing roundabout. The survey was completed for the purposes of design changes to service the newly constructed Solary Park. The survey included detailing the existing drainage structures, parking, curbing, and existing utilities.

# Mona Nosari

## Senior Vice President/Executive Sponsor

Mona Nosari is Senior Vice President of Right of Way Management at Civix and has forty (40) years of successful implementation of public works projects for local, state, and federal governments including the U.S. Army Corps of Engineers-New Orleans District, the Coastal Protection and Restoration Authority, the Louisiana Department of Transportation and Development, and levee districts and local municipalities throughout the state. Mona has numerous professional relationships with experienced and qualified appraisers, surveyors, engineers, title attorneys, and environmentalists and specializes in the areas of permitting, right of way acquisition, and land and records management systems.

Mona's specialty lies in her ability to establish program implementation plans outlining the acquisition requirements based on various funding sources. She has extensive experience in all facets of the right of way acquisition and relocation life cycle and is knowledgeable of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

### RELEVANT PROJECT EXPERIENCE

#### Statewide Right of Way GIS Services

**Client:** Nevada Department of Transportation (NDOT)

**Description:** NDOT retained Civix to create a GIS right of way layer of all real estate holdings of the Nevada highway system including fee, easement, and prescriptive property rights. Developed in Esri's ArcGIS Online, Civix's solution interfaces with NDOT's AX land records allowing users to obtain critical documents of interest such as purchase agreements, right of way maps, Bureau of Land Management grants, and other pertinent records. Civix implemented the project using an Agile project management approach consisting of Sprint planning, daily stand up meetings, Sprint execution and Sprint demo/retro. This approach facilitated a functional and focused team working through interpretive mapping issues that occurred throughout the project. Following completion of the initial multi-year project, NDOT amended Civix's contract to incorporate other real estate holdings such as lease areas and licenses, surplus, material sites, and rest areas. Currently, Civix provides maintenance, training, and other on-call support services to NDOT.

**Project Role:** Mona served as Executive Sponsor providing oversight to the Civix Project Manager and staff on project related initiatives in addition to being the ROW SME on the project.

#### Southeast Louisiana Flood Protection Authority – West Land Asset Data and Applications

**Client:** Southeast Louisiana Flood Protection Authority – West (SLFPA-W)

**Description:** SLFPA-W previously (2016-2019) retained Civix to develop a flood protection land asset database with land record documents and a supporting GIS application. Civix was recently selected (2023) to migrate the existing datasets, documents, and application to ArcGIS Online. This year, Civix was retained to add land assets filling gaps in the existing data coverage.



### QUALIFICATIONS

- 40 years of right of way acquisition and relocation experience
- Works with local, state, and federal agencies
- Experience in land inventorying and land information management solutions

### EDUCATION & TRAINING

- Undergraduate Studies, University of New Orleans
- U.S. Department of Transportation Federal Highway Administration - Effective Right of Way Acquisition and Property Management
- Principles of Right of Way Acquisition
- Basic Relocation
- Advanced Relocation
- Business Relocation
- Relocation Assistance and Payments Course
- FHWA Right of Way and Relocation Workshop

### REGISTRATIONS/ CERTIFICATIONS

- American Bar Association -
- Paralegal Certification
- Local Public Agency Core Training Module, November 2016

# Mark Goetz, GISP

## GIS Director/Project Manager

Mark, Goetz joined Civix in 2019 as GIS Director with the Right of Way Management team. Mark is a certified GIS Professional with over 25 years of experience. Mark has worked with state level transportation agencies and municipalities on right of way mapping projects. He is currently leading a multi-year GIS mapping project for the Nevada Department of Transportation. Mark also volunteers his technical knowledge on the AASHTO Committee on Right of Way, Utilities and Outdoor Advertising Control (CRUO) Technical Council on Right of Way Engineering.

Prior to his time at Civix, Mark has managed several regional planning agency GIS initiatives including aerial base mapping,, regional parcel mapping with right of ways, and the deployment of cloud-based GIS infrastructure and GIS applications.

### RELEVANT PROJECT EXPERIENCE

#### Statewide Right of Way GIS Services

**Client:** Nevada Department of Transportation (NDOT)

**Description:** NDOT retained Civix to create a GIS right of way layer of all real estate holdings of the Nevada highway system including fee, easement, and prescriptive property rights.

Developed in Esri's ArcGIS Online, Civix's solution interfaces with NDOT's AX land records allowing users to obtain critical documents of interest such as purchase agreements, right of way maps, Bureau of Land Management grants, and other pertinent records. Civix implemented the project using an Agile project management approach consisting of Sprint planning, daily stand up meetings, Sprint execution and Sprint demo/retro. This approach facilitated a functional and focused team working through interpretive mapping issues that occurred throughout the project. Following completion of the initial multi-year project, NDOT amended Civix's contract to incorporate other real estate holdings such as lease areas and licenses, surplus, material sites, and rest areas. Currently, Civix provides maintenance, training, and other on-call support services to NDOT.

**Project Role:** Mark served as GIS Director/Project Manager for the initial multi-year project, as well as the subsequent phase. He is also the Project Manager for the current NDOT initiatives.

#### Southeast Louisiana Flood Protection Authority – West Land Asset Data and Applications

**Client:** Southeast Louisiana Flood Protection Authority – West (SLFPA-W)

**Description:** SLFPA-W previously (2016-2019) retained Civix to develop a flood protection land asset database with land record documents and a supporting GIS application. Civix was recently selected (2023) to migrate the existing datasets, documents, and application to ArcGIS Online. This year, Civix was retained to add land assets filling gaps in the existing data coverage.

**Project Role:** Mark serves as Project Manager.



### QUALIFICATIONS

- Over 25 years of professional experience
- Deep knowledge of GIS mapping
- Experience working on state and municipal projects

### EDUCATION & TRAINING

- Project Management Certificate, 2015, Charter Oak College
- Graduate Certificate in GIS, 2001, University of Connecticut
- Bachelor of Science, Geology, 1997, University of Connecticut

### REGISTRATIONS/ CERTIFICATIONS

- Certified GIS Professional

# Morgan Davis

## GIS Analyst

Morgan Davis is a skilled GIS Analyst with over 25 years of experience in geospatial data analysis. Morgan has extensive knowledge of ESRI ArcGIS Desktop and ArcGIS Server/ArcSDE and is also proficient in Python scripting and SQL queries.

### RELEVANT PROJECT EXPERIENCE

#### Statewide Right of Way GIS Services

**Client:** Nevada Department of Transportation (NDOT)

**Description:** NDOT retained Civix to create a GIS right of way layer of all real estate holdings of the Nevada highway system including fee, easement, and prescriptive property rights. Developed in Esri's ArcGIS Online, Civix's solution interfaces with NDOT's AX land records allowing users to obtain critical documents of interest such as purchase agreements, right of way maps, Bureau of Land Management grants, and other pertinent records. Civix implemented the project using an Agile project management approach consisting of Sprint planning, daily stand up meetings, Sprint execution and Sprint demo/retro. This approach facilitated a functional and focused team working through interpretive mapping issues that occurred throughout the project. Following completion of the initial multi-year project, NDOT amended Civix's contract to incorporate other real estate holdings such as lease areas and licenses, surplus, material sites, and rest areas. Currently, Civix provides maintenance, training, and other on-call support services to NDOT.

**Project Role:** Morgan served as GIS Analyst and agile Project Management Scrum Master for the initial multi-year project, as well as the subsequent phase of work. He is currently providing on-call support to NDOT.

#### Southeast Louisiana Flood Protection Authority – West Land Asset Data and Applications

**Client:** Southeast Louisiana Flood Protection Authority – West (SLFPA-W)

**Description:** SLFPA-W previously (2016-2019) retained Civix to develop a flood protection land asset database with land record documents and a supporting GIS application. Civix was recently selected (2023) to migrate the existing datasets, documents, and application to ArcGIS Online. This year, Civix was retained to add land assets filling gaps in the existing data coverage.

**Project Role:** Morgan serves as GIS Analyst.

#### West Shore Lake Pontchartrain Hurricane Storm Damage Risk Reduction System Project – St. Charles, St. John the Baptist and St. James Parishes

**Client:** Pontchartrain Levee District (PLD)

**Description:** Civix is the Project Manager for all right of way acquisition, relocation and permitting initiatives required for the project which began in 2010. Civix support includes review of right of entry requests and accompanying drawings provided by the U.S. Army Corps of Engineers (Corps), identifying assessed landowners, preparing landowner notification letters regarding the project, obtaining rights of entry from key landowners and permits from various agencies to facilitate surveying and investigations required by the Corps, mapping services, coordination with surveyors and appraisers, land acquisitions, and preparing authorizations for entry granting the Corps access to properties as needed for the project. Civix prepares maps and other visuals used in strategic meetings



### QUALIFICATIONS

- Over 25 years of experience in geospatial data analysis
- Skilled in collection, processing and analysis of geospatial data: GIS; Land Surveying and Mapping; GPS processing

### EDUCATION & TRAINING

- Course in Geodesy completed at Stennis Space Center; five-course program in Oracle 8i DBA, 1999 and 2001, University of New Orleans
- Bachelor of Science, Geology, graduated cum laude, 1994, Florida International University
- Land Surveying courses including Route Survey and Design, 1989, Miami-Dade Community College

### APPLICATION & SOFTWARE PROFICIENCY

- ESRI ArcGIS Desktop and ArcGIS Server/ArcSDE; Microsoft Office Suite; Coordinate Geometry processing; Trimble Office GPS
- Python scripting and SQL queries



## **Tammy Mehl**

Senior Vice President



### **Firm**

American Government Services Corporation  
3812 W. Linebaugh Avenue  
Tampa, FL 33618

### **Years of Experience**

24

### **Years with Firm**

24

### **Professional Affiliations**

Florida Survey & Mapping Society

### **References**

1. FDOT D7, James Guthrie  
813-975-4249
2. Pinellas County, Josh Rosado  
727-464-3503
3. Polk County, R. Wade Allen  
863-534-6700
4. FDOT D4, Cochise Wadley  
954-777-4071



## **Key Qualifications**

Tammy Mehl has been in the real estate industry for over 24 years and has been with American Government Services (AGS) since 1998. As Vice President of AGS, Tammy is actively involved in the day to day operations of the company including management responsibility for our Research Department. She is responsible for all research performed by AGS under all contracts including Florida Department of Transportation, Florida's Turnpike Enterprise, Florida Department of Environmental Protection, Progress Energy, U.S. Army Corps of Engineers and USDA.

**Airport experience:** Peter O' Knight, Vandenberg, Plant City; Tallahassee for Michael J. Baker, Jr., Inc.;

**Title Search Services, FDOT Districts 1, 2, 5, 6 & 7, Florida:** Tammy has been the Project Manager under our consecutive contracts with the Florida Department of Transportation. Her responsibilities include preparing title search reports, ownership and encumbrance reports, title commitments and special purpose reports to ensure that our research products are serving the unique needs of each project. To date, these projects have included over 3500 completed reports for the Department of Transportation.

**Suncoast Parkway Extension, Citrus & Hernando Counties, Florida:** Tammy served as a Project Manager to each of the three firms selected by the Florida Turnpike Enterprise for the 26 mile extension of the Suncoast Parkway in Citrus and Hernando Counties. The three design firms were DRMP, RS&H, and Bowyer-Singleton. AGS worked closely with these firms to provide 50+ year title search reports. This project included approximately 1,200 title search reports and was completed within 9 months. AGS is currently working on the Suncoast Parkway 2, for 2023.

**First Coast Outer Beltway, Clay and St. Johns Counties, Florida:** Tammy served as the Project Manager for title services for this project. AGS served as a sub consultant to Clary & Associates, this project included over 100 title search reports.

**Polk County Miscellaneous Title Research, Polk County, Florida:** Since 2004, Tammy has been the Project Manager for all services being provided to the Polk County Engineering Division. Projects have included County Road 54 (Ronald Reagan Parkway) Phase 1; Berkley Road Capital Improvement Project; Lakeland Highland Road/CR 37B; Kathleen Road Phase II; and County Road 599A/Auburndale Cutoff Road.

**SR 29, Hendry County, Florida:** Tammy served as the Project Manager for title services for this project. AGS served as a sub consultant to McKim & Creed/Parsons, this project included approximately 90 title search reports.

**US 542, Polk County, Florida:** Tammy served as the Project Manager for title services for this project. AGS served as a sub consultant to Icon Engineering and Atkins, these two segments included approximately 165 title search reports for: SR 542 from Buckeye Road to US 27 and from 1<sup>st</sup> Street to Buckeye Road.

## Wendi McAleese

President  
Acquisition Agent



### Firm

American Government Services Corporation  
3812 W. Linebaugh Avenue  
Tampa, FL 33618

### Years of Experience

25

### Years with Firm

25

### Education

B.S., Business Management  
University of Phoenix

### Professional Licenses

Florida Real Estate Salesperson  
Title Insurance Agent

### Professional Affiliations

International Right of Way Association  
Florida Survey & Mapping Society



### Key Qualifications

Wendi McAleese is a Florida Licensed Title Insurance Agent and Licensed Real Estate Salesperson with over 24 years' experience in the insurance industry. As President of American Government Services, Wendi is actively involved in the day to day operations of the company including management of our Closing Department. She is responsible for title examination on all work performed under contracts with the Florida Department of Transportation, Florida's Turnpike Enterprise, Florida Department of Environmental Protection, and the U.S. Army Corps of Engineers. Wendi is also serving as the Project Manager for the Florida Department of Environmental Protection for our multi-year statewide contract to provide title and closing services.

Wendi's professional accomplishments include the purchase of an \$18.5 million parcel for the Florida Department of Transportation, which at the time was the largest single payout in the history of the Florida Turnpike Enterprise. She also served as senior closing agent for the acquisition of a \$36 million conservation easement by the Florida Department of Environmental Protection in Glades County.

**Title Search Services, FDOT Districts 1, 2, 5, 6, 7 and Florida's Turnpike Enterprise, 2006-Present:** Wendi has been the providing title abstracting and title review under our consecutive contracts with the Florida Department of Transportation. To date, AGS has generated over 2500 completed reports for the Department of Transportation. AGS is currently working on the Suncoast Parkway 2, for 2023.

**First Coast Outer Beltway, Clay and St. Johns Counties, Florida, 2005-2008:** Wendi provided title review services for this project. American Government Services served as a sub consultant to Clary & Associates, this project included over 100 title search reports.

**Western Beltway, Florida Turnpike Enterprise, Osceola County, Florida, 2007:** Wendi served as the Senior Closing Agent for this \$18.5 million parcel for the Florida Department of Transportation, which at the time was the largest single payout in the history of the Florida Turnpike Enterprise.

**Polk County Miscellaneous Title Research, Polk County, Florida, 2004-Present:** Since 2004, Wendi has been the providing the County with title abstracting and title review on numerous infrastructure projects. Some of these projects include: Yarbrough Lane Capital Improvement Project; County Road 54 (Ronald Reagan Parkway) Phase 1; Cleveland Heights Blvd and Lake Miriam Drive Capital Improvement Project.

**Florida Department of Environmental Protection, State-Wide Land Acquisition Title & Closing Services, Florida, 1999-Present:** Wendi has served as a Project Manager under consecutive contracts for real estate title and closing services. Some of the projects she has managed have included: East Central Regional Rail Trail, Volusia & Broward Counties; Camillus House, Miami-Dade County; and Wekiva-Ocala Parkway, Orange County.

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

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE a. TOTAL	b. WITH CURRENT FIRM
<b>Robert Tuck, PE, RLS, CP, PMP</b>	<b>Principal, Project Engineer</b>	<b>50</b>	<b>40</b>

4015. FIRM NAME AND LOCATION (City and State)

Tuck Mapping Solutions, Inc., Big Stone Gap, VA 24219



16. EDUCATION (DEGREE AND SPECIALIZATION)

- BS Pre-Engineering, CNU; 1973
- BS Civil Engineering, VPI&SU; 1973
- MBA, King University; 2013
- OPUS Project Manager

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

**TN-RLS 2075 (2000), VA-RLS 2073 (1995)**  
**FL-PSM- LS 6523 (2005), WV-RLS 1191 (1995)**  
**NC-RLS 4122 (1999), SC-RLS 24,484 (2005)**  
**KY-RLS 3469 (1999),**  
**ASPRS CP-907 (2007)**  
**PMP - # 2003849 (2020)**  
**Professional Engineer, VA, WV, TN, KY**

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

Mr. Tuck has been in the mapping industry for over 40 years. He is an established MAPPS and ASPRS member. Published in Professional Surveyor, ASPRS Handbook on Photogrammetry, POB, and LiDAR News. Proficient working with 3D modeling and the USACE A/E/C CAD Standard, A/E/C Graphics Standard. and SDSFIE.

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
<b>Benedict and Crutcher Sewer Separation Nashville, TN</b>		<b>2021</b>	<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	
<p>Tuck Mapping Solutions, Inc. (TMSI) provided <b>Airborne Topographic LiDAR, Photogrammetric Services and Mapping Services</b> for the revitalization of an old sanitary sewer area located along the Cumberland River in Downtown Nashville, TN. The Benedict and Crutcher Sewer Separation project was developed to eliminate the Benedict and Crutcher combined sewer overflow (CSO) by providing new separate pipe systems for the sanitary sewer flows and stormwater flows instead of the current combined sewer system that conveys both flows to a single pipe network. The entire Benedict and Crutcher combined sewer system, approximately 250 acres, is targeted for sewer separation. Mr. Tuck was the Principal in Charge for the project to ensure the scheduling of assets for the project and meeting of specifications. <b>Size: 643 Acres</b></p>		<b>Fee: \$26,780</b>	
<b>New York Hyperspectral, LiDAR, Multispectral Mapping, New York, NY</b>		<b>2020</b>	<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	
<p>Under contract with New York University - Tuck Mapping worked with New York University to map Brooklyn, NY to determine subsidence and structures and identification of ground and building cover using <b>Hyperspectral</b> mapping along with <b>LiDAR and Multispectral</b> imagery. The project determined types of structures and conditions of settling due to <b>underground utilities</b> such as subways and utility installations. Mr. Tuck was the Principal in Charge for this project to ensure that the assets were made available and the specifications were complied with.</p>		<b>Fee: \$165,000</b>	
<b>USACE AE Surveying and Mapping; Port Arthur, TX</b>		<b>2019-2020</b>	<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	
<p>TMSI was contracted for the restoration efforts following Hurricane Harvey for the Galveston Army Corps for the Port Arthur area. Our work included the <b>bathymetric/terrestrial LiDAR survey, conventional surveys and SUE surveys</b> of the harbors and waterway, forty miles of levee survey (which includes much of the downtown of Port Arthur), <b>boundary survey, LiDAR, aerial mapping, ALTA survey</b> and all <b>ROW surveys</b> for properties along the forty miles of levees. Mr. Tuck was the Principal and Project Field Engineer for this task order. <b>CPARS: Exceptional</b></p>		<b>Fee: \$2.03M</b>	

STANDARD FORM 330 REV (7/2021)

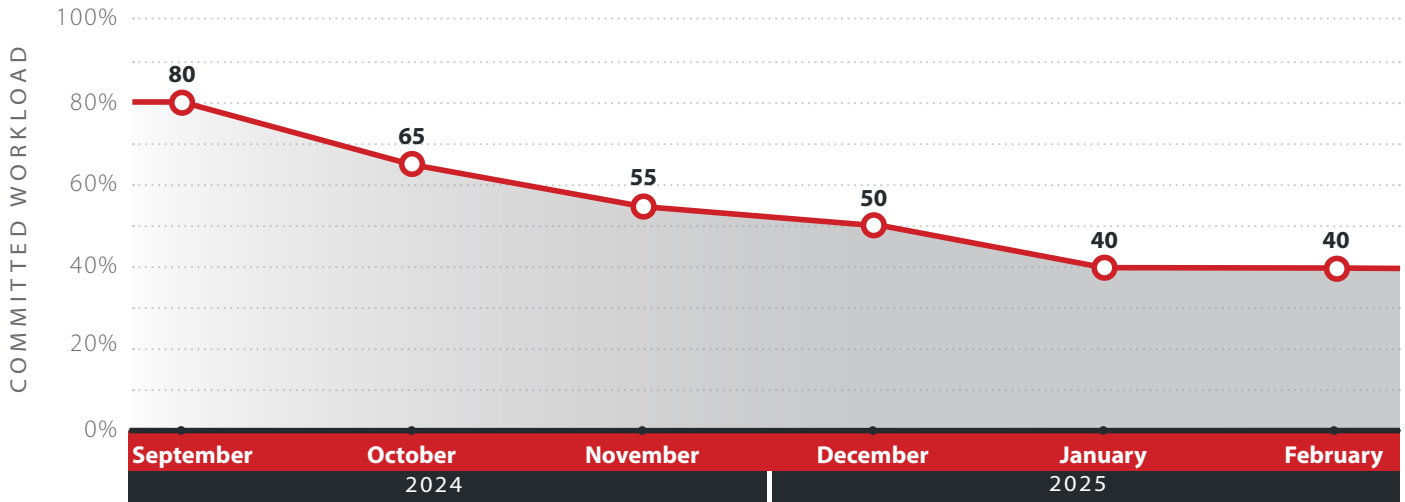
**REFERENCES**

Client #1	City of Winter Park		
Address	401 S Park Avenue		
City, State, ZIP	Winter Park, FL 32789		
Contact Person	Thomas Conner, PSM		
E-mail	tconner@cityofwinterpark.org	Phone: 407.599.3399	
Date(s) of Service	09/2018-09/2023		
Type of Service	Continuing Services Contract		
Comments:	Miscellaneous surveying services		
Client #2	FDOT District 5		
Address	719 South Woodland Boulevard		
City, State, ZIP	Deland, FL 32720		
Contact Person	Thomas LaCorte, PSM		
E-mail	Thomas.lacorte@dot.state.fl.us	Phone: 386.943.5000	
Date(s) of Service	08/2018-Ongoing		
Type of Service	Continuing Services Contract		
Comments:	Miscellaneous surveying services		
Client #3	City of Altamonte Springs		
Address	225 Newburyport Avenue		
City, State, ZIP	Altamonte Springs, FL 32701		
Contact Person	Bean Fathelbab, AICP		
E-mail	dfathelbab@altamonte.org	Phone: 407.571.8164	
Date(s) of Service	06/2020- Ongoing		
Type of Service	Continuing Services Contract		
Comments:	Miscellaneous surveying services		



## CURRENT AND PROJECTED WORKLOAD

The DRMP Team who will be responsible for conducting the various projects is currently seeing a drop-off in their committed workload. We see this workload diminishing, with a projected drop-off in long-term commitments. This forecast includes the work remaining on current contracts and pending work waiting for contract approval. Given the anticipated projects, the staff demands of the various projects will only be a portion of the available staff capacity of DRMP Team. This ensures not only that we can commit to the projected manpower requirements, but that we will have a great deal of potential availability in our commitments to provide responsiveness for occasional peak staff demands.



## ABILITY OF THE FIRM

DRMP, Inc. (DRMP) was founded in 1977 by a group of engineers and surveyors who recognized a new trend formulating in the marketplace. By providing a collaborative approach of their firm's professional services, their clients were beginning to appreciate and expect the consistency and continuity their projects received. To continue providing these quality services, it was only natural to join forces permanently into one full-service company with a strategic path for expanding services, geographic reach and employee base. Our broad range of services and expertise include the areas of surveying and mapping, subsurface utility engineering, geographic information systems, resiliency and sustainability, transportation, construction engineering inspection, ecological services, structural engineering, general civil engineering, utilities engineering and water resources. Since its inception, DRMP has grown to a firm with over 700 employees working throughout 25 office locations. DRMP will serve as the prime consultant for this contract and will provide services from our office location in Tampa, Florida.

For over 45 years, DRMP's surveyors have employed state-of-the-art equipment, software, and survey techniques to acquire and transfer accurate, comprehensive survey data quickly and cost effectively. DRMP will work diligently to match our surveying and mapping services to the individual needs of the County while providing personalized attention regardless of the scope or size of the individual Work Assignments offered throughout the duration of this contract. This allows us to tailor our services to develop cost-effective solutions for successful project outcomes.

While the primary office to service the County is our Orlando location, the DRMP Team has offices in DeLand and throughout the state of Florida to provide additional support to the County as needed. Our regional Florida survey office locations enable us to provide backup field support, technology, and qualified staff to the County in the most efficient and cost-effective manner possible. Our surveying staff is comprised of Florida-registered Professional Surveyors and Mappers (PSM), survey technicians, field crew supervisors, CADD operators and field crews, yielding one of the largest survey capabilities in Florida.

The DRMP Team also utilizes the “virtual office” concept, where individuals in remote offices can effectively communicate and share information in a timely, cost-effective manner. While the “virtual office” concept is a cost savings measure, DRMP’s DeLand office is located less than a mile away from the County’s Office at 123 W. Indiana Avenue with staff available to respond immediately to local needs as necessary. Our project teams are assembled from DRMP’s entire pool of professional staff. These teams can rely on the complete support and resources of the firm, and our 46 years of consulting experience. Many of the tasks assigned during this contract will be handled by multiple data collection and processing teams, enabling us to work on multiple assignments simultaneously. As needed, all work performed will conform to rules set forth by Chapter 5J-17, Florida Administrative Code as adopted by the State of Florida Board of Professional Surveyors and Mappers, pursuant to Section 472.027, Florida Statutes, ASCE C-1 38 -22 utilizing Quality Level A and Quality Level B, and to all current Volusia County standards, preferences and specifications.



## UNDERSTANDING OF SCOPE OF SERVICES

DRMP has significant experience in the task items that are typically requested under a continuing contract and as listed in this RFQ. The following are a few examples of what we expect to see as task authorizations and our general procedure for bringing them to successful completion.

### Preliminary Elevation Certificate & Post/final Elevation Certificate

A community’s permit file must have an official record that shows new buildings and substantial improvements in all identified Special Flood Hazard Areas (SFHAs) are properly elevated. This elevation information is needed to show compliance with the floodplain management ordinance. DRMP has substantial experience in preparing preliminary (proposed) elevation certificates along with the post/final certificates once a project site has been completed.

## Topographic Surveys, Digital Terrain Modeling and Design Surveys and Services in Support of In-House Design and Survey

Topographic surveys are one of the most requested tasks for continuing service contracts. No engineering or design work can be prepared without the benefits of a quality topographic/design survey. Tasks of this type involve establishing local horizontal and vertical controls referenced to existing published control, locating visible features, collecting ground data to calculate a digital terrain model and interpolate contour lines. Features may be located through either conventional traverse or Global Navigation Satellite System (GNSS) methods, depending on factors such as site accessibility, satellite visibility, accuracy and cost-effectiveness. Data is recorded electronically and in bound field books for project documentation. Design surveys are performed with automation in mind in order to reduce the amount of processing by office staff. Our field methodology results in an approximate 70% completed office product from the field. Drafting issues are minimal and this saves our clients time and money. A digital terrain model is typically included in the CAD file and is used to assist in design services. Utility location and subsurface utility location may also be necessary for the design process and will be provided on a project-by-project basis.

## Boundary Surveys and ALTA Surveys

Boundary surveys often form the basis for the exchange of real property and are the foundation for subsequent developmental activities. Boundary surveys require an extensive amount of research to assure that each corner's position is accurate and defensible. This research includes prior surveys by others, existing deeds, plats, certified corner records, local knowledge and a title search. Thorough field reconnaissance is conducted to assure that all evidence used in the boundary determination, together with topographic information collected, has been analyzed prior to preparing the boundary survey. Once the boundary has been traversed, project technicians draft a map of the survey under the direction of the signing surveyor. A surveyor's report may be furnished to communicate any substantive information which could not be otherwise mapped, and a new legal description is prepared if no deed description is available.



As needed, DRMP will prepare an ALTA Land Title Survey for the County if requested. This version of the boundary survey will be upgraded to include ALTA specific standards as defined in the Minimum Standard Detail Requirements For ALTA/NSPS Land Title Surveys which were updated in February of 2021. The ALTA survey will contain certain specific and pertinent information for the distinct and clear understanding between the insured, the client (if different from the insured), the title insurance company (insurer), the lender, and the surveyor professionally responsible for the survey.

## Construction Layout Services

DRMP's Survey services will help with every aspect of the construction process whether its control surveys, construction layout, right of way determination, quantity surveys, as-built surveys, temporary roadway easements or other specific purpose surveys. With our survey personnel's previous construction survey experience, we can assist to resolve any conflict during the construction phase.

Our staff is fully capable of coordinating with County staff members and the project contractors to perform incidental engineering surveys as necessary to verify and confirm the accuracy of the construction staking provided by the contractor. If we are called upon to provide these services, we would set up a tailgate meeting at the project site with all parties involved to discuss the items of interest and the procedures used by the contractor's surveyor. During this process we would also verify the horizontal/vertical control points that the contractor is basing his construction staking on. We feel it is very important during the construction phase to keep an open line of communication amongst all parties involved. Without this open line of communication, it could result in construction delays, added cost, as well as impact the original project schedule.

#### Serve as the Surveyor of Record for County Projects

DRMP's team is experienced with acting on behalf of our clients as a Surveyor of Record. These responsibilities have included acting as a City or County Surveyor and Mapper to assure conformance to the requirements of Florida Statutes, the Florida Administrative Code, the City's or County's Land Development Code, and other established standards dictated by the needs of our clients.

#### Peer Review of Survey Work Performed By Others

DRMP's experienced staff is also capable of providing survey review services. Review of work by others will be delegated to the appropriate team member with the most working knowledge of the type of survey or map for review. Each professional assigned will provide an independent review ensuring that the requirements of the project have been met both contractually and technically.

#### Title Work and Deed Investigation

Title work review and deed investigation can play a crucial role in a survey project. DRMP has in-house capabilities to run title reports and is well versed in how to perform extensive title review. The DRMP team feels so strongly about this subject that we always include a subconsultant to offer a depth of this service to our clients. For this project, we have included American Governmental Services, Inc. We have a successful and long-standing relationship with tasks of this nature.





### Horizontal and Vertical Control Surveys

DRMP is well versed at providing control surveys. Our approach to a geodetic survey typically involves GNSS technology. GNSS static and redundant-Real Time Kinematic (RTK) procedures provide unparalleled accuracy and cost-effectiveness. To facilitate the survey, we will initially research the project vicinity for existing horizontal control and will localize our GNSS survey to surrounding control. Control information for a specific project may be obtained from the County's records, other local municipalities, State, or Federal agencies.

Vertical control will be established using digital or 3-wire observed optical levels to provide accurate vertical control. Digital level runs are processed using Trimble Business Center for adjustment. Optical runs are processed using an Excel spreadsheet developed by DRMP that checks 3-wire readings for blunders and checks the overall run to ensure that closure errors are within standard tolerance. Ultimately, the survey procedures implemented dictate the resulting quality and accuracy.



### Special Purpose Surveys or Miscellaneous Surveys

When the survey needs do not fall under the standard types of surveys, such as boundary or topographic, a specific or special purpose survey is needed. This may include the location of a specific item or items, monitoring wells and building foundation and utility lines. On the face of the survey, sufficient notes will be provided to best describe and outline the purpose of the survey performed. Specific Purpose Surveys can also be used to provide other needs the County might request such as Tree Surveys, Wetland Surveys, and Utility/Infrastructure Surveys as needed on an individual basis instead of being added to a more traditional topographic survey.

### As-Built Surveys

As-built surveys (record surveys) are the final step in the construction process and are performed to obtain horizontal and/or vertical dimensional data of a newly constructed facility. This data is used to check the accuracy and to verify that construction has been done according to the plan. These surveys verify roadway and drainage improvements and determine whether a constructed facility encroaches upon adjoining properties.

Our as-built surveys are performed with the utmost care and precision since the survey is a reflection of the construction. Quality as-builts can aid in averting potential problems in the future, assist in the accountability of the contractor, and provide valuable information as to the location of constructed improvements, especially below-ground infrastructure. For situations where the surveyor is not present during construction, we are fully outfitted with vacuum excavation equipment to safely expose underground utilities. All as-built surveys will be prepared under the direction of a seasoned professional surveyor and will comply with the County's standards. Our staff is fully committed to quality service and understands the importance of accuracy, and documentation, as it pertains to survey and mapping support services.

### Plat Preparation, Review and Land Development Review

DRMP will prepare plat drawings for initial client review and subsequent County approval. The Plat will be based upon the preliminary plat/subdivision plan as provided by the Client. Services will include the preparation of a boundary survey and property monumentation, legal description, the delineation of the lots/tracts to be platted, dedicated information, title information, and signature blocks. The Plats will be in accordance with Volusia County platting requirements and in accordance with the State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

DRMP's experienced staff is familiar with providing survey and plat review services. Review of work by others will be delegated to the professional with the most working knowledge of the type of survey, plat, or map for review. We have supported various agencies, counties, and cities under continuing services contracts throughout the state by assigning a professional to provide an independent review ensuring that the requirements of the project have been met both contractually and technically. Surveys will be reviewed for general, technical, statutory, and conditional content and accuracy. We will develop a review process around the County's requirements and adherence to Florida Administrative Code Chapter 5J-17, Standards of Practice. The final survey review may include a field inspection to verify that the proper monumentation has been set prior to issuing a verification report to the County.

### Right-of-Way Mapping, Right-of-Way Acquisition Support and Maintenance Maps for prescriptive Right-of-Way Determination

The mapping process begins, much like boundary surveys, with careful research of existing available documentation such as existing right-of-way maps, record plats, private surveys, deeds and tax maps that provide useful information for the preparation of right-of-way maps. Field information collected in the process of a right-of-way survey will be utilized in the determination of controlling land lines which will be incorporated into the maps. Review of title work will assist in property determination and will be vital for all computations necessary for property boundaries of parent tracts, parcel takes and remainder parcels. This information will be compiled into certified right-of-way maps and legal descriptions.

DRMP has prepared right-of-way maps for numerous state and municipal projects throughout the state. Our mapping staff understands the process, formats and the need for accuracy and quality assurance. DRMP is familiar with the Florida Department of Transportation District Five, and Volusia County right-of-way mapping requirements. Maps prepared in the course of the County's work authorization will be prepared in accordance the requirements of the appropriate governing agency.

### Optional Specialty Services:

We strive to stay current on new technologies and software. We maintain a vibrant network of specialists for almost any data collection need. Our team thrives on collaboration and are constantly the researching and developing new ways to serve our clients. There have been rapid developments in the fields of laser scanning, cloud data storage, and data processing/visualization. Mobile laser scanning for asset inventories, mapping foot traffic or vehicles with Bluetooth, and 3D utility viewers scenarios are a few of the ways we are harnessing new technology. DRMP will tailor an innovative approach for the County based on a foundation of technical expertise.

### Unmanned Aerial Vehicle (UAV) Mapping



DRMP provides UAV mapping of projects using Trimble UX5 fixed wing and DJI Phantom rotary units for photogrammetry projects. DRMP also has a MDL4-3000 drone with RIEGL Mini-VUX-2 LiDAR sensor for small to medium scale projects which would benefit from aerial LiDAR. In addition to survey applications, the high-resolution imagery and video obtained with this technology can be used for planning, public involvement and construction progress. We currently employ five FAA Part 107 Certified

Commercial Drone pilots based in offices throughout the state. Prior to mobilization of a UAS crew, our initial task is to determine if the project site is in non-restricted airspace. Prior to any flight, our UAS Team leader will also visit the FAA website to check for potential hazards along a flight route that may impact the safety of the flight or the ability to fly in a designated area for a specified period. Prior to flight launch, our UAS Team leader will conduct a safety review of the project area for any potential hazards such as cell towers, guy wires, overhead transmission lines, gathering of birds or any other object which poses a potential safety hazard to the flight. For most mapping projects, best results can be achieved when flying at an altitude between 100 and 200 feet above ground level (AGL) with the camera gimbal set to -90 degrees (nadir). The lower the altitude of the flight increases the number of photos acquired for a given area. The increased number of photos contributes to a greater number of matching points between photos which increases the overall quality of the mapping product. In addition, flying at a lower speed (between 15 and 20 mph) will minimize distortion and improve the overall accuracy of the mapping products. For LiDAR specific collections we will make two passes of each area creating a hatched pattern. We will also ensure to have enough overlap of our passes to be able to provide good quality aerial images.

### Terrestrial Static LiDAR

DRMP utilizes our RIEGL VZ-400, RIEGL VZ-400i, and RIEGL VZ-600i Terrestrial Static LiDAR scanners with truck mounted TopoLift for LiDAR scanning applications to rapidly collect 3D survey data for project sites or objects. Scanning can be used to collect data that is otherwise inaccessible due to safety concerns, such as pavement information in travel lanes or objects in hazardous areas. Data can also be collected for areas that do not lend themselves to data collection by conventional means, such as undersides of bridges, or highly congested intersections where traffic and above ground features would be difficult to collect. We use the scanner manufacturer proprietary software (RiScan Pro) to register scans and export to a project point cloud, then we utilize TopoDOT software, running in Microstation, to extract linework and point elevations, model surfaces, and measure vertical clearances to objects such as bridge girders and overhead power lines. The resulting deliverable files range from standard Microstation or AutoCAD drawings to full registered point clouds for the County's use. DRMP can use laser scanning to provide as-built and topographic surveying services. A major benefit to using LiDAR is a reduction in time field personnel are working in public areas. Another added benefit is being able to always go back to the point cloud to pull out new features beyond the original scope of the collection.





## Terrestrial Mobile LiDAR



In addition to Static Scanning, DRMP also has two fully operational Mobile LiDAR Systems. Mobile LiDAR is one of the latest technologies that combines inertial measurement, GPS and LiDAR mapping in to one homogenous product, providing high detail with a high level of geospatial relative accuracy. DRMP has over 250 Mobile scan projects completed and delivered for clients including cities, counties, and several Departments of Transportation. We are fully capable of data collection, data processing and

controlling, through to final deliverables and certified point clouds. Every point in the LiDAR point cloud will have an X, Y, Z coordinate for feature extraction. Our Riegl VMX-2HA System can collect around 3.6 million points per second while simultaneously collecting digital photos and 360° imagery. The 360° imagery provides detailed visual evidence of the existing conditions on site during the collection, which can also be used to extract attribute data for GIS assets. The added benefit of utilizing mobile LiDAR for asset management is being able to always go back to the point cloud to pull out new features beyond the original scope of the collection. DRMP is well versed in Microstation and uses Certainty 3D's TopoDOT to extract all of our data. Utilizing Certainty 3D's Topo Cloud Software, we can provide the County access to a web-based application for all their Mobile LiDAR projects. Each project link has overviews of the LiDAR coverage, extracted linework, and dimensional 3D images which can be used for field reviews, pavement analysis, or quick measurements saving time for field visits. The application also has a built-in feature to contact the Survey Project Manager if any additional data is needed or questions arise. With the advancement in Mobile LiDAR technologies and the supporting software, DRMP can now utilize these advancements to provide cross slope analysis, utility clearances, roadway condition assessments and identify features possibly encroaching the right of way. We can provide all of this data in a timely manner with a dedicated team of processors and extractors at DRMP. Our Geospatial Services Division leads the way in innovative and emerging technologies while keeping focus on the well-being of our employees and clients.

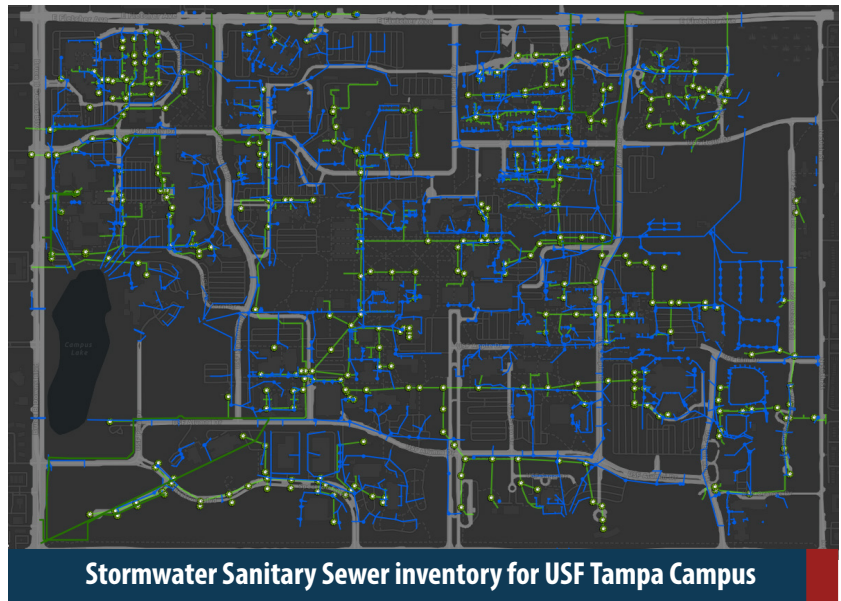
## DRMP In-House GIS Services

DRMP is pleased to offer in-house GIS services. DRMP has a talented GIS staff with experience in the fields of municipal GIS, transportation, utilities, asset inventories, and more. The team is led by two GIS Project Managers with GISP certifications. DRMP is an ESRI Bronze Business Partner and utilizes a full suite of ESRI tools including the latest versions of ArcGIS Pro, Enterprise, ArcGIS Online, Field Maps, Survey123, Insights, and many other ESRI applications within the Enterprise system. Our suite of ESRI tools allow us to seamlessly move between creating, collecting, analyzing, hosting, and displaying GIS data.

The DRMP team is able to step in at any point in the life cycle of data creation and use, whether it be working with our in-house terrestrial and Mobile LiDAR group to scan, extract, and create data where it did not previously exist, or validating existing or outdated data to provide a dataset that can be relied on. Additionally, we work with our clients to create a plan to make sure that once updated or created, there is a plan to capture new and changing data so that it remains up to date. We help municipalities keep track of where their transportation infrastructure, utilities, parks and recreation and public space facilities exist, and which condition they are in. Our emergency management experience has allowed us to assist municipalities in preparing for hurricanes and other emergency scenarios by creating live incident and damage report dashboards that are ready to jump into action during an active situation, allowing for simplified FEMA reporting after the event.



DRMP specializes in designing and managing field inventory projects using ESRI Field Maps or Survey123, as indicated by the individual collection needs. DRMP can create collection projects and train municipal staff on collection methodology, typically using tablets or cell phones in the field, to collect data easily and intuitively. By collecting data straight into a web-based geodatabase, municipalities can skip the step of manually transcribing data from handwritten assessments. Data collected in the field can be monitored from the office in real time from custom web applications so that issues can be resolved right away, and progress can be tracked by municipal project managers.



Once data is created, validated, and available, the DRMP GIS team is ready to help municipalities use that data internally or externally for communication purposes. We can use password protected, internal applications to share sensitive data with staff or consultants for design purposes, or use public-facing, engaging Story Maps to communicate to the public. Whether this means seeing capital improvement projects on a map to coordinate scheduling to reduce redundancies in processes like paving, or to show the public how hard a municipality is working and planning for them, our GIS team can leverage our suite of ESRI tools and expertise to support our clients.

### Hydrographic and Bathymetric Surveys

DRMP has performed hydrographic surveys for drainage studies, quantity surveys, coastal engineering surveys and bridge widening projects and is familiar with the protocol necessary to perform task assignments of this nature. A multibeam hydrographic survey approach represents the best method for collecting elevation data below the water line to facilitate complete modeling of below water conditions and potential obstructions. Mobilizing the right equipment is importance to safely and efficiently collect multibeam data expected by the District, without impacting the environmentally sensitive areas. Our in-house watercraft and sensors are coupled with the Hypack Max and Hysweep Multibeam Extension processing suite to safely collect accurate multibeam hydrographic survey data.

Our hydrographic survey watercraft includes:

- ⊕ Small watercraft on which we mount an Odum CV-100 single beam sensor
- ⊕ A 25-foot Parker closed cockpit hydrographic survey vessel with R2 Sonic multibeam sensor used for nearshore and offshore data collection
- ⊕ Teledyne Z-Boat 1800 with an Odum MB2 Multibeam sensor that is an unmanned hydrographic survey vessel ideal for deployment in canals, inland waterways, lakes, ponds, and coastal estuaries
- ⊕ Additional sensors, such as side scan sonar, can be added to the watercraft for evaluating canal undercutting and sub-bottom profilers to eliminate the need of probing potential cross sections. The digital data allows for greater modeling flexibility because cross sections and profiles can be cut from any portion of the resulting survey.

## Subsurface Utility Engineering (SUE)

DRMP has been an established SUE provider for decades and has encountered and can anticipate every challenge the SUE process brings to the table, including right of way access issues, traffic control restrictions, resource availability, depth of utilities and environmental issues such as inclement weather. DRMP has developed and refined SUE data collection workflows while adhering to the ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-22) and Federal Highway Administration SUE guidelines. We have the equipment and trained staff to provide all Quality Levels of service.

DRMP currently operates 4 local subsurface utility crews outfitted with Ground Penetrating Radar (GPR), Electro Magnetic (EM) utility locating equipment, trailer and truck mounted vacuum excavation equipment and surveying equipment to provide full-service utility location and mapping. Prior to commencing any SUE work, DRMP will contact utility companies identified by Sunshine State One Call to obtain as-built drawings. DRMP's staff will also coordinate with the County, local municipalities and state agencies to secure any required permits allowing our crews to work within rights-of-way, roadways and properties.

## Quality Level "A" Locates



We understand that verification of vertical and horizontal (VVH) location of existing county utilities are an important task we would perform. These VVH locations could be at potential conflicts with proposed design elements, tie-in points or establishing clear zones for proposed infrastructure. DRMP carefully performs vacuum excavation locates (QL-A) at VVH locations to prevent any damage to the wrappings or coatings of the utility. Once exposed, the type, size, condition, material, depth of top and bottom of

the subject utility, outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems are recorded. Photos are taken to document the surface pre-conditions, down hole of the utility, measurements and completed surface restoration. Careful backfilling of the test hole with approved material, packed with an air tamper in lifts around the utility to the surface is critical, along with restoration of the surface condition to match existing conditions. A surface marker is placed for survey location and tied to project control. These consistent workflows and methodologies ensure our SUE projects are completed in accordance with the County's expectations, standards and project specific scope of services. DRMP clearly understands the limitations and requirements under the Occupational Safety and Health Administration (OSHA) Trench Safety Act. Excavation locates exceeding three (3) feet in depth must be referred to the County Locate Supervisor to discuss alternative approaches to accomplish the task.

### Quality Level "B" Designating

For utility designating (QL-B), we begin all projects by first walking the project limits identifying connection points. Then all tone-able underground utilities are marked first using our variety of multi-frequency electro-magnetic locating equipment, followed by using ground penetrating radar (GPR) to mark non-tone-able utility lines. After these designations are complete, SUE Technicians perform an active sweep through the project corridor to identify the existence of any utilities not previously identified through the collection of as-builts or the field review. Field sketches are completed for every project by the SUE Technician including surface utility features and designated marks. The field sketches are a key component of our QA/QC process. Our designated utility lines are then surveyed using conventional procedures and feature codes.



### Quality Level "C" Above Ground Visible Utilities

An initial field visit will be conducted to evaluate above ground visible utility appurtenances that will be utilized to map the utility linework. We understand that a Quality Level "D" effort may or may not have been completed prior to Quality Level "C" and if not, we will complete that level of service at this stage. UAO facilities maps are necessary for completion of Quality Level "C" mapping tasks so that comparison of the UAO records to the site conditions can be done. We will identify any data discrepancies between the above ground features and the UAO records. The utility linework can then be created by correlating the surveyed features with the UAO records. This Quality Level lowers risk to the end user, and we understand that the CADD deliverable must be clearly depicted to the end user by using the appropriate utility unique identifier (UUI) line style

### Quality Level "D" Records Research

Also being a Utility Coordination services firm, DRMP is familiar with performing extensive records research to gather existing utility information, including facilities maps from the utility agency/owners (UAO) found to be within the project limits. We have developed good relationships with most UAOs statewide and are usually able to obtain valuable information. This effort may include a request to meet with the UAO representatives on site in the event they cannot provide current facilities maps of the area. All our contacts with the UAOs are documented in a UAO Records Research Log (example below) for tracking purposes. To the extent practicable, DRMP will obtain information as to the age, size and material of these existing facilities. This Quality Level is typically used for planning and route selection, and we understand that the CADD deliverable must be clearly depicted.

## ADDITIONAL MAPPING METHODS AND TOOLS

### INVERTED LASER SCANNING FOR UNDERGROUND VAULTS:

With our specialized inverted tri-pod system we have the capability to scan the inside of underground vaults. This is a good application for stormwater structure evaluation.

### SUE/GIS INTEGRATION:

DRMP GIS staff performs implementations of ArcGIS Online and Portal for ArcGIS to publish online maps and mobile apps for utilities. Many of our clients integrate GIS with a work management or permitting enterprise system; we have the programming and relational database experience to integrate with AssetWorks, Agile Assets, Energov, CityWorks, WindMil, Synergi, Eaton CYME, or other enterprise systems.

We will provide recommendations for best practices in future CAD/GIS integration, database updates/management, and collecting valuable information from field staff observations and department leadership. DRMP has found that creating intuitive applications in ArcGIS Online for field redlines or notes from project managers saves valuable time in researching existing utilities for data maintenance.





## DISASTER RESILIENCY

We take a collaborative approach to community resilience, focusing on thorough planning, risk mitigation, and coordinated response and recovery strategies. By leveraging experience, capacity, and cutting-edge technologies, we assist communities in an iterative cycle of resilience. Through customized strategies, we safeguard critical infrastructure and bolster community preparedness.

## RESILIENCY AND SUSTAINABILITY

## GRANT ADMINISTRATION

Our grant administration services apply intentional funding strategies with a standardized process that identifies needs and aligns projects with targeted funding programs. Using experienced grant writers teamed with technical experts, we create compelling narratives that meet the program requirements for award. Offering administrative and compliance experts during grant implementation enables our clients' staff to focus on other priorities.

## PLANNING & STRATEGIC FUNDING SERVICES

- » Vulnerability Assessment and Adaptation Planning
- » Resilience Planning
- » Hazard Mitigation Planning
- » Response Planning
- » Post Disaster Redevelopment Planning
- » Infrastructure Funding Strategy
- » Grant Writing/Appropriation Support
- » Public Engagement

## ENGINEERING & DESIGN SERVICES

- » Critical Infrastructure hardening and mitigation
- » Riverine and coastal
- » Flood Protection
- » Stormwater and Coastal Flood Modeling
- » Infrastructure Condition Analysis/Digital Twin
- » Benefit Cost Analysis
- » Environmental/NEPA compliance

## DISASTER MANAGEMENT & OPERATIONS SERVICES

- » Damage Assessment w/ Unmanned Aerial Vehicles
- » Intergovernmental Coordination (FEMA/HUD/DOT)
- » Pre-Construction Services
- » Project Scope & Cost Development
- » Grant Formulation and Stewardship
- » Contract Administration
- » Procurement Support and Compliance
- » Construction Administration
- » Program Management and Financial Recovery Management

## SUBCONSULTANT TEAMING PARTNERS

DRMP has developed a network of subconsultants with excellent reputations in the industry and has experience managing continuing service contracts while overseeing team members and subconsultants, ensuring the County's project requirements and scope of work are well-communicated and strictly adhered to. The team we have built for this contract is prepared to meet any challenge the County might need to address.

*To support the DRMP staff with any Title Work or title support and research needs, we have included American Governmental Services, Inc.*



**American Government Services (AGS)** is a 100% women-owned business, certified as a DBE/MBE firm with the State of Florida and registered as a real estate broker corporation with the Florida Department of Business and Professional Regulation. AGS also holds a Certificates of Compliance from the local government agencies for complying with the Equal Employment Opportunity and Affirmative Action Ordinances and EEOAA Rules and Regulations. is a full-service title company that specializes in providing real estate services to government agencies.

AGS has been providing title and closing services in the State of Florida since 1979 and over the past five years we have completed in excess of 10,000 title searches and provided closing services on over 3,000 transactions throughout the state. AGS offers a comprehensive line of real estate services including title binders, ownership and encumbrance reports, (FDOT) Title Search Reports (for all 7 Districts), title insurance, name searches, closing and condemnation services, expert witness testimony and other related services.

*For photogrammetry projects and additional aerial survey support, we have included the team at Tuck.*

**Tuck Mapping Solutions, Inc. (Tuck)** is an SBA Certified Small Business with HUBZone designation who has been a leader in the aerial mapping industry since 1985, recognized for innovation and creativity in providing solutions to client needs. Tuck has been acquiring aerial imagery for over 38 years and specializes in executing all aspects of large format aerial imagery acquisition and processing and aerial LiDAR acquisition and processing for large- and small-scale projects. Our staff of trained professionals has completed more than 10,000 projects in the past five years delivering services such as aerial photography, orthophotography, aerial LiDAR, surveying, GIS, DTM/DEM, and many other geospatial services. They have engineering and/or surveying licenses in Virginia, West Virginia, Kentucky, Tennessee, North Carolina, South Carolina, and Florida.



**tuck** MAPPING SOLUTIONS, INC.

*For Survey Support Services, DRMP has included the team at Schwartz, Maylone and Associates, LLC*



**Schwartz, Maylone and Associates, LLC (SMA)** is a Central Florida based Surveying & Mapping Company established in 2022 with an emphasis on the transportation industry. Guided by the principles of quality control, client satisfaction and schedule management, our experienced team of Professional Land Surveyors and Survey Technicians are committed to the success of each and every project.

Colleagues since 2012, Jeffrey Schwartz, PSM, PE and Corey Maylone, CST III both having over 23 years of experience, quickly developed a professional relationship founded on a shared passion of the craft, specifically in the

boundary retracement and mapping aspect of land surveying. We understand the importance of responsiveness, quality control, accountability and schedule management and have shown this on countless projects over the years. At SMA, we're focused on applying our passion, experience and values to the transportation industry as a whole. Working as productive team members on large transportation projects requires more than survey knowledge, but also a broader understanding of how the various discipline's activities contribute to the overall success of a project. As proven leaders in our field, we're committed to helping our clients successfully complete major transportation projects.

**MB3 Inc., DBA Civix (Civix)**, is a public sector consulting firm and privately held corporation with 45 years of experience providing technology services to state and local government clients. We operate throughout the United States, Canada, and Mexico and employ approximately 300 professionals in the fields of GIS application development, technology solutions, land management, urban planning, and infrastructure services.

Civix is qualified and has the experience necessary to provide GIS mapping services, program management, and CDBG-DR compliance and reporting services to Volusia County. We have provided technology services and software implementations to more than 30 states and hundreds of local governments encompassing a diverse array of agencies responsible for transportation, natural resources, public works, housing, emergency management, elections, and business services. That includes multiple state Departments of Transportation and local Departments of Public Works to whom Civix has provided Land Information Management Systems (LIMS), GIS mapping, right of way management, land acquisition and relocation, and other related services.



As a national leader in disaster recovery, Civix has also provided grant and program management, project administration, technical assistance, and software support for the HUD Community Development Block Grant for Disaster Recovery (CDBG-DR) program to more than 30 states and territories and hundreds of local governments throughout the United States since 1995, and we have helped our customers to administer over \$300 billion in disaster recovery grant funding. Civix supports more than a dozen state, territorial, and local governments under federal assignment through HUD to serve as a Technical Assistance Contractor (HUD-TAC) to specific grantees for the CDBG-DR and CDBG-MIT programs, and Civix has provided multiple communities throughout Florida, including Volusia County, with CDBG-DR program oversight and monitoring support services through its work with the Florida Department of Commerce (formerly the Florida Department of Economic Opportunity) over the past 5 years.



Name/Manufacturer	Model	Qty.
<b>Global Positioning System(GPS) Equipment</b>		
Trimble Geodetic Survey GPS/ Receivers w/Cellular Modems	R8,R10 GNSS	27
Trimble Geodetic GNSS Receiver	R12i	30
Trimble Mapping Grade GPS Receiver	Pathfinder Pro	4
Trimble Survey Controllers	TSC 3	30
Trimble Survey Controllers	TSC 5	7
Trimble Survey Controllers	TSC 7/cell connection	37
<b>Theodolites/Transits/EDMS/Scanning &amp; Robotics</b>		
Trimble Robotic Total Station (3 Sec)	S5/S6/S7	22
Trimble Robotic Total Station (1 Sec)	SPS930	6
Topcon Total Stations GPT	3002W/ 3003W	16
Leica Total Stations	TS-06 Plus	10
<b>CADD/Processing Software</b>		
Bentley - All Bentley Products/Current version		
Autodesk AEC Collection		31
AutoCAD, Civil3D, Revit, Raster, Recap Pro, Map3D		
Trimble Business Center (Concurrent Network Licenses)		
<b>Digital/Auto Levels</b>		
Trimble Digital Levels	DiNi(0.3mm)	13
Trimble Digital Levels	DiNi(0.7mm)	4
Trimble Digital Levels Rods	Invar	1
Topcon Auto Levels	AT-G2	8
Sokkia Auto Levels	B20	10
Leica Auto Levels	NA730 Plus	4
<b>Remote Sensing(LiDAR/Photogrammetry)</b>		
RIEGL Mobile Laser Scanning System	VMX-2HA	2
RIEGL 3D Terrestrial Laser Scanners	VZ Series	3
RIEGL Riscan Pro	Version 2.18	3
RIEGL mini VUX-2UAV	UAS System	1
TopoDOT	v2023.1.1.14	99
Trimble Unmanned Aircraft System(UAS)	UX5HP	1
DJI Rotary Unmanned Aircraft System(UAS)	Phantom 4 Pro	4
Microdrones	md4-3000	1

Name/Manufacturer	Model	Qty.
Subsurface Utility Designation Equipment(cont'd)		
Dynatel Cable/Pipe Locators	2273M	2
MALA Dual Channel Ground PenetratingRadar(GPR)	Widerange	3
MALA Ground Penetrating Radar(GPR)	EL CORE	6
MALA Ground Penetrating Radar(GPR)	HDR Pro	10
Impulse Radar Dual Channel (GPR)	PinPointR	2
Pipehorn Utility Locator	800HL	1
Radio Detection Utility Locator	RD8000/8100	3
RIGID Seektech Utility Locator	ST-510	3
MALA Concrete Imaging System	CX-12 Scanner	1
VIVAX, Utility Locator	VLoc- Pro 2	8
VIVAX, Utility Locator	VLoc- Pro 3	14
Four Wheeled Drive Vehicles		
Chevrolet 2500 Crew Cabs of years 2018-2024		40
Subsurface Utility Excavation Equipment		
Vac Master 4000 Truck	4000	4
Vac Master 1000 Trailer	1000	5
Utilivac Soft Dig Excavators Trailer Mounted	VE75	2
Other Support Equipment		
Magnetic Locators	Schonstedt	45
Honda ATV	Pioneer	3
16" Jon Boat		1
10' Jon Boat		4
Teledyne Marine Z-Boat	1800T	1
GIS/Processing Software		
ESRI ArcGIS Enterprise Desktop v11.0 Advanced		
ESRI ArcGIS Extensions <ul style="list-style-type: none"><li>• Network Analyst</li><li>• Spatial Analyst</li><li>• 3D Analyst</li></ul>	<ul style="list-style-type: none"><li>• ArcHydro</li><li>• Data Interoperability Extension</li></ul>	
ESRI ArcGIS for Aviation: Airports		
ESRI ArcGIS Pro v3.1		
ESRI ArcPad		
ESRI Collector for ArcGIS/Field Maps		
ArcGIS Survey123		

*Experience*

Tab 2

BUILDING THE FUTURE ON A  
FOUNDATION OF EXCELLENCE







# OLD MISSION ROAD

## VOLUSIA COUNTY

DRMP was contracted by Volusia County to support the realignment and safety improvements on Old Mission Road from W. Park Avenue to Josephine Street/10th Street near the Cities of Edgewater and New Smyrna Beach. The project includes providing engineering design and permitting services including support services to implement roadway safety improvements. Services include roadway design, drainage design, signing and pavement marking, environmental surveys and permitting, geotechnical investigation, survey, and right-of-way mapping. This project includes a roundabout design at the Eslinger Road intersection and the addition of a 10-foot multi-use path to increase safety along the corridor.

All survey services were performed in general accordance with the State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code, per Section 472.027, Florida Statutes, and in accordance with all specifications as required by Volusia County, such as the document titled "Right of Way Mapping for Volusia County Submittals and Required Stages" dated 04/30/03, revised May 2020.

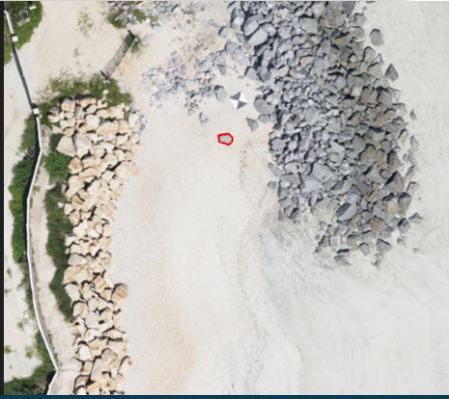
Specific Surveying and Subsurface Utility Engineering (SUE) Services included:

- |   |  |
|---|--|
| ⊕ Establishing Horizontal and Vertical            | ⊕ Right of Way Mapping   |
| ⊕ Topographic Design Survey                       | ⊕ Review of Title Work   |
| ⊕ Roadway Cross Sections/ Profiles                | ⊕ Legal Descriptions and Parcel Sketches                               |
| ⊕ 3D Digital Terrain Model                        | ⊕ Drainage Survey  |
| ⊕ Drainage Survey                                 | ⊕ Jurisdictional Line Survey for FDEP                                  |
| ⊕ Project Network Control (PNC) Sheets            | ⊕ Establishment of New Alignment for a Portion of the Project Corridor |
| ⊕ Field Location of Geotechnical Boring Locations | ⊕ Right of Way Acquisition Support                                     |
| ⊕ Wetland Designation and Location                |  |

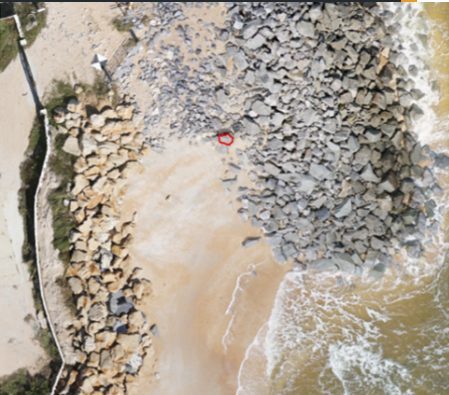
**Client:** Volusia County

**Contact:**  
**Travis Terpstra, Senior Project Manager**  
**P: 386.736.2700**  
**E: tterpstra@volusia.org**

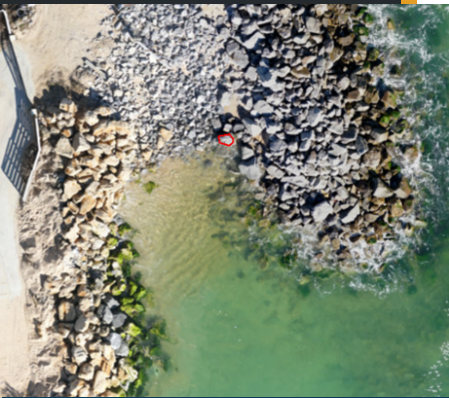
**Date Completed:** 10/21-05/2022



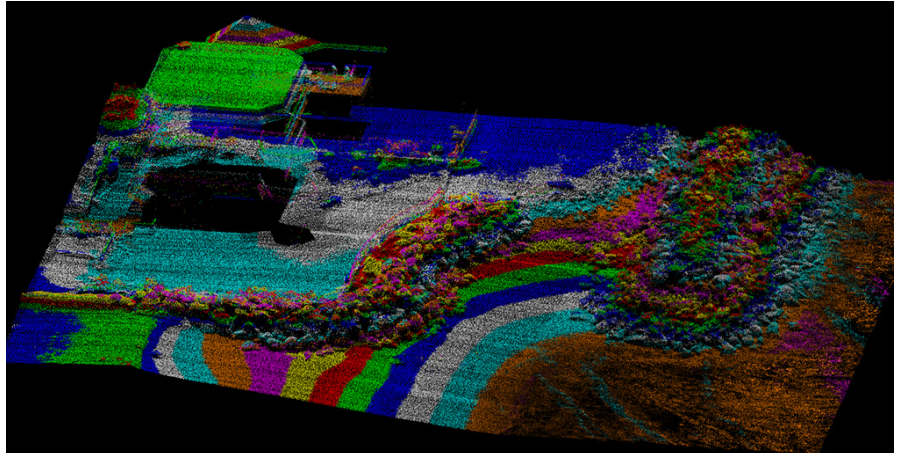
08/2022- Post Hurricane Matthew



10/2022- Post Hurricane Ian



12/2022- Post Hurricane Nicole



## SUMER HAVEN NORTH

### ST. JOHNS COUNTY, FLORIDA

This progressive design-build project includes the reconstruction of approximately 2,000 feet of sea wall and other infrastructure improvements along Old A1A following Hurricane Matthew. The wall was designed to resist a 100-year storm event and resulted in an anchored sheet pile wall. The project includes roadway reconstruction, drainage outfall pipe replacement, steel sheet pile and pile cap installation, replacement and adjustment of the existing rock revetment, utility coordination and relocation, environmental/permitting, survey, and public involvement.

Survey services include Unmanned Aerial Vehicle (UAV) Mapping of the beach on three separate mobilizations. During the original project scope, DRMP utilized a drone to provide aerial LiDAR of the project site to provide an As-Built of site conditions post Hurricane Matthew in August of 2022. Services later expanded to include an additional flight for site verification in October of 2022 after Hurricane Ian and then one final flight to verify current site conditions in December of 2022 after Hurricane Nicole.

Specific Surveying and Subsurface Utility Engineering (SUE) Services included:

- ⊕ Establishing Horizontal and Vertical Control
- ⊕ Aerial (UAV) Mobile LiDAR Scanning
- ⊕ Establishment of Alignment and Right of Way Lines for Old A1A
- ⊕ 3D Topographic Survey/ Digital Terrain Model
- ⊕ Setting of Aerial Mobile Targets
- ⊕ Project Network Control (PNC) Sheets
- ⊕ Coastal Construction Control Line Survey
- ⊕ Mean High Waterline Survey
- ⊕ Subsurface Utility Designation (Quality Level B) of 5 UAOs
- ⊕ Subsurface Utility Locates (Quality Level A)
- ⊕ Survey services to support the 3D modeling of existing underground utilities
- ⊕ Legal Descriptions and Parcel Sketches

**Client:** Superior Construction Company Southeast, LLC

**Contact:**  
**Jeremy Andrews**  
**P:** 904.292.4240  
**E:** jandrews@superiorfla.com  
**A:** 7072 Business Park Boulevard,  
Jacksonville, FL 32256

**Date Completed:** 10/2022-04/2023



## SURVEYING SERVICES

City of Winter Park, Florida

**Client:** City of Winter Park

**Contact:** Thomas Conner | P: 407.599.3528 | E: TConner@cityofwinterpark.org

**Date Completed:** 09/2023



DRMP was responsible for providing surveying and mapping services to the City of Winter Park. Survey services include boundary surveys, specific purpose surveys, topographic surveys, right-of-way surveys, subsurface utility engineering, construction layout, design support services and legal descriptions.

### **Task work orders included:**

#### **Azalea Lane Tennis Facility Rehabilitation:**

DRMP provided grading and layout services for construction of large areas of decorative pavers, planters, decorative concrete pours, walkways and foundation footers for large canopies over bleachers at existing tennis and recreational complex.

#### **Progress Point:**

DRMP provided design survey and subsurface utility engineering of four city-owned parcels. The project includes Digital Terrain Model full cross-sections of Cypress, Palmetto, and Denning and the south half of Orange Avenue and extending 50 feet past the end of the property on Orange and Cypress from Mobile LiDAR. In addition, a design survey of all four parcels, designation of all existing underground utilities, and performed test holes for utility conflicts.

#### **Ravaudage Lift Station Route Survey:**

DRMP provided topographic survey, right-of-way survey and subsurface utility engineering quality level B services for the design of a new lift station and a 1.4-mile of proposed sanitary force main along Kennedy Boulevard/ Lake Avenue, Grove Street and Monroe Avenue. Survey Data was collected utilizing Terrestrial Mobile LiDAR technology and conventional survey methods.

#### **Kings Way Drive, Winter Park, Florida:**

DRMP provided topographic survey, DTM survey, property corner location and utility designation services submitting the data in Civil 3-D format base files for in-house design and drainage improvement project.

#### **Ward Wellness Center Roadway Re-design:**

DRMP set project control and provided construction layout services for new drainage structures, decorative pavement installation, curb and gutter sections, ADA crosswalks, scenic park area and walking trails for pavement and drainage improvements.

#### **Fairbanks Avenue Casing Boring, Winter Park, Florida:**

DRMP provided utility designation, survey and location services for the construction or boring of an underground utility casing under Fairbanks Avenue. This data was provided in Civil 3-D format to the City for construction and records use.

#### **New York Avenue and West Canton Avenue:**

DRMP provided utility designation, SUE utility excavations (quality level B) and survey services for approximately 24 locations at the project site. This data was provided in Civil 3-D format to the City for construction and records use.

## LOVER'S KEY PARK RESTORATION

City of Fort Myers Beach, Florida

**Client:** Sub to Gresham Smith

**Contact:** John Weres, PE | P: 225.960.5480 | E: John.weres@greshamsmith.com

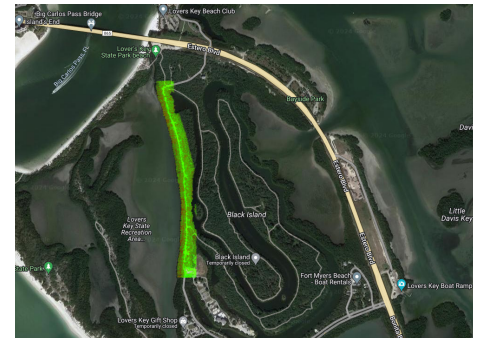
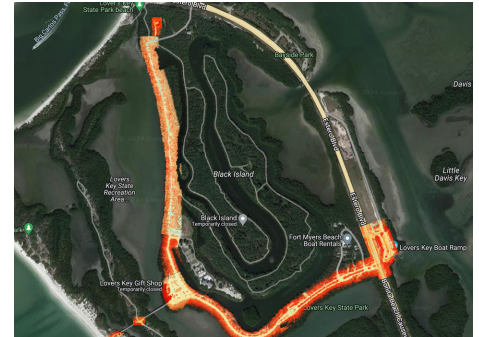
**Date Completed:** 06/2023-01/2024

DRMP prepared a Topographic Survey for this FDEP park restoration project to revitalize the park after damage from Hurricane Ian. DRMP provided Survey and Subsurface Utility Engineering (SUE) services to support the engineering design. Topographic data for the project was collected using a combination of traditional land survey, mobile LiDAR, terrestrial static LiDAR scanning, unmanned aerial scanning with a drone, and bathymetric survey. Services also included Quality Level B utility designations to locate and map all underground utilities along with the field location and mapping of geotechnical boring locations.

Project deliverables included registered color point clouds delivered in .LAS file format for each of the individual scan sites, a signed and sealed topographic survey, and an AutoCAD file to include all utility information along with the bathymetric survey data. The survey and subsurface utility mapping effort was performed in accordance with the State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes, and Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes. All work conformed to ASCE C-1 38 -22 utilizing quality levels B, C and D.

Specific Surveying and Subsurface Utility Engineering (SUE) Services included:

- ⊕ Establishing Horizontal and Vertical Control
- ⊕ Terrestrial Mobile LiDAR Scanning
- ⊕ Terrestrial Static Scanning
- ⊕ UAV Aerial Mapping
- ⊕ Topographic Survey
- ⊕ Bathymetric Survey
- ⊕ Subsurface Utility Designation (Quality Level B)
- ⊕ Survey services to support the 3D modeling of existing underground utilities
- ⊕ Field Location and Mapping Geotechnical Boring Sites



### INDIAN RIVER DRIVE - GRAVITY SEWER AREAS J&K

City of Cocoa, Florida

**Client:** City of Cocoa Utilities Department

**Contact:** Katherine Ennis | P: 321.433.8722 | E: KEnnis@Cocoafl.org

**Date Completed:** 03/2021

DRMP's Survey Division provided a topographic survey in support for this City of Cocoa Utilities Project. This project consisted of a gravity sewer extension along Indian River Drive in Areas J&K (approximately 8,600 Linear Feet). The proposed gravity sewer extension was designed to provide services to approximately 100-104 existing homes and parcels along Indian River Drive. This project received funding from SOIRL.

#### Specific Surveying and Subsurface Utility Engineering (SUE) Services included:

- ⊕ Establishing Horizontal and Vertical Control
- ⊕ Topographic Survey
- ⊕ Right of Way Survey
- ⊕ Locations of Subsurface Utility Designation
- ⊕ Locations of Subsurface Utility Locates (Test Holes)
- ⊕ Survey services to support the 3D modeling of existing underground utilities
- ⊕ Sketch of Legal Descriptions for Temporary Construction Easements



### FRIDAY ROAD UTILITIES EXTENSION

City of Cocoa, Florida

**Client:** The City of Cocoa Utilities Department

**Contact:** John Walsh | P: 321.433.8701 | E: JWalsh@cocoafl.gov

**Date Completed:** 10/2021

DRMP's Survey Division provided a topographic survey in support for this City of Cocoa Utilities Project. This project consisted of the extension of 3,270 linear feet of 12" water main, 1,755 linear feet of 8" sanitary sewer force main, and 1,740 linear feet of 12" reclaimed water main along the Friday Road corridor. The project involved extension of these mains to expand the City of Cocoa service area north under the SR 528/Brightline railroad. Jack and bore design included to provide these extensions, along with extensive permitting through FDOT, Brightline, and the Central Florida Expressway Authority. Services included surveying, engineering design, permitting, bidding assistance, and construction-phase services.

#### Specific Surveying and SUE Services included:

- ⊕ Establishing Horizontal and Vertical Control
- ⊕ Topographic Survey
- ⊕ Right of Way Boundary Survey
- ⊕ Locations of Subsurface Utility Designations
- ⊕ Boring Locations
- ⊕ Locations of Subsurface Utility Locates (Test Holes)
- ⊕ Survey services to support the 3D modeling of existing underground utilities



### COCOA WELLFIELD EMERGENCY SURVEYING

City of Cocoa, Florida

**Client:** The City of Cocoa Utilities Department

**Contact:** John Walsh | P: 321.433.8701 | E: JWalsh@cocoafl.gov

**Date Completed:** 11/2022

DRMP's Survey Division provided emergency response services after Hurricane Ian. Immediate measurements were needed to repair exposed pipes and to set temporary benchmarks with elevations to assist the City's contractor with emergent post-hurricane repairs.

#### Specific Surveying and Subsurface Utility Engineering (SUE) Services included:

- ⊕ Emergency Survey Services
- ⊕ Establishing Temporary Benchmarks
- ⊕ Pipe Elevations



## CONTINUING PROFESSIONAL SURVEYING AND MAPPING SERVICES

City of Altamonte Springs, Florida

**Client:** City of Altamonte Springs

**Contact:** Tarina Kirkley | P: 407.571.8168 | E: TKirkley@altamonte.org

**Date Completed:** Ongoing

DRMP was selected to provide miscellaneous surveying and mapping services on an as-needed basis for the Department of Public Works and Utilities and other City departments. DRMP's responsibilities include acting as the City Surveyor and Mapper, to assure conformance to the requirements of Florida Statutes, the Florida Administrative Code, the City's Land Development Code, and other established standards provided by the City for plats and supplemental plat related documents (e.g. easement descriptions, etc.)



- ⊕ Plat Review Services – West Town Village Center
- ⊕ Plat Review Services – Club at Maison Jardin
- ⊕ Plat Review Services – Keyser Corners
- ⊕ Plat Review Services – Millenis Place
- ⊕ Miscellaneous Supplemental Sketch Of Descriptions
- ⊕ Miscellaneous Plat Review Services
- ⊕ 1370 E. Altamonte Drive Boundary Survey
- ⊕ Districting Commission Boundary Descriptions

(City Boundary Map & City Commission District Maps)

- ⊕ S&D FDOT Pond at Leonard Street
- ⊕ 379 South SR 434 S&D
- ⊕ 1370 E. Altamonte Drive Legal Sketch of Description
- ⊕ Lot 2 Tract A, Anchor Road Plat Sketch of Description



## EAU GALLIE RIVER BOUNDARY AND HYDROGRAPHIC SURVEY

City of Melbourne, Florida

**Client:** The City of Melbourne

**Contact:** James W. Ennis, PE, PMP | P: 321.727.2900 | E: james.ennis@mlbfl.org

**Date Completed:** 05/2024

DRMP's Survey Division provided a boundary and hydrographic survey in support for this City of Melbourne Project on the Eau Gallie River. The boundary survey of the upper Eau Gallie River limits was from west of the dam to the south side of Eau Gallie Boulevard. The hydrographic survey was completed to obtain depths of the river together with elevations of the muck/silt. The top elevations of the muck/silt were used to develop a digital terrain model (DTM) to determine the amount of existing muck west of the dam. Services also included setting control points and on-site benchmarks for design, construction, and as-built purposes.



### Specific surveying services included:

- ⊕ Establishing Horizontal and Vertical Control
- ⊕ Boundary Survey
- ⊕ Hydrographic Survey

- ⊕ Digital Terrain Model
- ⊕ Boring Locations

## REAMS ROAD FINAL DESIGN SURVEY & SUE SERVICES

Orange County, Florida

**Client:** Orange County

**Contact:** Carol A. Hewitt | P: 407.836.7972 | E: Carol.Hewitt@ocfl.net

**Date Completed:** 2020



DRMP was responsible for providing Surveying and Subsurface Utility Engineering (SUE) Services in support of the design and preparation of construction plans for Reams Road from Fiquette Road to Taborfield Avenue. The project corridor was approximately three miles long.

The project consisted of widening, milling and resurfacing the existing roadway, stormwater treatment facilities, permitting, maintenance of traffic, utility coordination, signing and pavement marking, signalization, lighting, geotechnical services,

contamination review, survey and the development of right-of-way maps.

### **Specific Surveying and SUE Services included:**

- ⊕ Establishing Horizontal and Vertical Control
- ⊕ Terrestrial Mobile LiDAR Scanning
- ⊕ Topographic Survey
- ⊕ Roadway Cross Sections/Profiles
- ⊕ 3D Digital Terrain Model
- ⊕ Drainage Survey
- ⊕ Outfall Survey
- ⊕ Project Network Control (PNC) Sheets
- ⊕ Subsurface Utility Designation (Quality Level B)
- ⊕ Boring Locations

- ⊕ Survey services to support the 3D modeling of existing underground utilities
- ⊕ Wetland Designation and locations
- ⊕ Right of Way Mapping
- ⊕ Review of Title Work
- ⊕ Legal Descriptions and Parcel Sketches
- ⊕ Right of Way Acquisition Support
- ⊕ Subsurface Utility Locates (Quality Level A) including 400 Test Holes



## CONTINUING SURVEYING SERVICES

Osceola County, Florida

**Client:** Osceola County

**Contact:** Alex Menna | P: 407.745.0242 | E: Alex.Menna@Osceola.org

**Date Completed:** Ongoing

DRMP was selected to provide miscellaneous surveying and mapping services on a task authorization basis for Osceola County. DRMP's responsibilities include the following services: Basic and advanced field survey work; Associated office calculation and document preparation; Meetings; Utility, easement, property boundary locates; Survey data research; Right of Way research; Staking; Monumentation; Right-of-entry support; Parcel sketches; Parcel Descriptions; Map preparation; Drafting; GPS Mapping; and other surveying tasks as assigned. Task work orders provided to date:

- ⊕ Pleasant Hill Plat review
- ⊕ Miscellaneous TA Plat Review

- ⊕ Miscellaneous TA Development Review Services



## *Project Approach*

# Tab 3

BUILDING THE FUTURE ON A  
FOUNDATION OF EXCELLENCE





## PROJECT APPROACH

DRMP has significant experience and a superior understanding of the approach to the scope, schedule, and budgetary expectations held by the County. Our goal is to be an extension of the County's team by assisting with its survey needs. We will accomplish this through our open communication, quick response time and an experienced team of professionals. The purpose of surveying and mapping services is to lay the groundwork for architects, engineers and construction staff who can then design and build high functioning and high performing communities and networks; the beginning of a successful design begins with successful surveying and mapping.



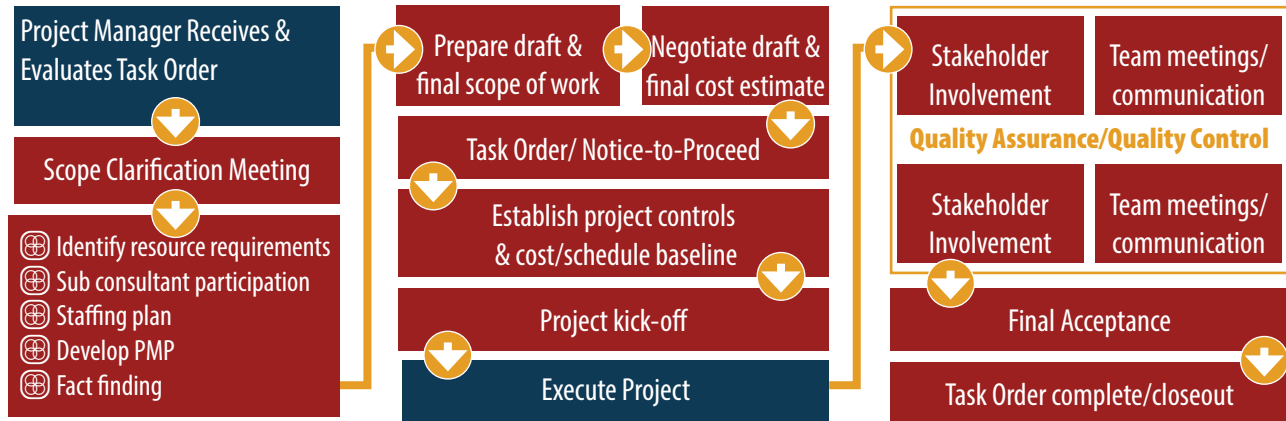
Continuing service projects have a wide range of scope items by their on-call nature. Tasks may require field and office survey, topographic surveys and boundary surveys for example, or may be focused on only the office side, such as plat reviews or sketch and description preparation.

Thinking outside of the box is becoming increasingly important for these types of contracts and DRMP is prepared to discuss innovative uses of technology to accomplish the County's goals. We tailor our use of field equipment to be cost-effective for the specific project and accuracy needs, and then push our software to add additional value. For example, on all our LiDAR projects, DRMP provides the client with free web access to a map viewer that contains the point cloud coverage, with live links to the processed imagery associated with the scan. This allows County staff to know if more data can be extracted without re-mobilizing to the field. In addition, it allows measurements to be taken directly in the imagery for planning purposes and rough clearances.

DRMP understands that contracts of this nature are primarily focused on quick turnaround tasks. Everyday counts, and therefore we consider responsiveness as one of the key measures of success. DRMP's approach to carrying out this Surveying Services contract for the County begins with coordination by our Project Manager, Frank Lopez, working full time out of DRMP's Orlando office. When serving in a leadership role, Mr. Lopez enacts a proactive approach to the management of both the field and office aspects of project delivery. His other focus while leading projects is maintaining an open line of communication not only with his staff and subconsultants but serving as a single point of contact to clients, keeping them abreast of a project's status. Mr. Lopez is available locally to attend any meetings with members of the County. Our goal is to be an extension of the County's Staff and we will accomplish this through our emphasis on communication, quick response, and an experienced team of professionals. This allows us to complete our work in a timely manner and our experience gives us the knowledge of the quality product that is expected from us.

## PROJECT PLANNING AND EXECUTION

- ⊕ **Phase 1** - Planning: After Notice to Proceed, we will hold a kickoff meeting with the County PM and team members. This meeting will strengthen our work plan by increasing our understanding of the County's goals, objectives, deliverables, schedule, and budget. Additionally, this meeting will serve as a "brainstorming session" enabling our team the ability to eliminate unnecessary efforts and needless costs.
- ⊕ **Phase 2** - Execution: When the actual work begins and includes Monitoring/Control, Quality Control (QC), and Team Management.



## COORDINATION

Our PM, Mr. Lopez will act as the single point of contact and coordinate with all staff and the subconsultant throughout this contract. This central leadership with "One-voice" will guarantee cost-effective and efficient service for all upcoming County tasks. Staff and subconsultants are assigned based upon the qualifications necessary to complete the task.



**Frank Lopez, PSM**  
Project Manager

After the task assignment is initiated between the County Designated Project Manager and Mr. Lopez, the notification will be disseminated to the appropriate DRMP Task Manager. Mr. Lopez and this Task Manager will combine efforts in preparing a cost estimate (budget) and schedule and will compile all necessary documents to present the Designated Contract Manager a complete proposal with attachments for County review and approval.

Once a task assignment has been approved, the Task Manager will develop a detailed task specific work schedule, coordinate with his selected staff, and organize the manpower necessary to ensure proper implementation and progression of the project. The Task Manager will maintain regular progress reporting with Mr. Lopez to keep him advised of any variances, difficulties, or problems encountered affecting the agreed upon schedule.

**Cost control and the development of the most economical solution are paramount to any definition of success.** DRMP actively monitors the proposed schedule and manpower requirements to actual weekly time and expense accruals. Deviations from the proposed schedule are dealt with on a weekly basis and will be corrected to maintain critical path milestones. Upon completion of a project, individual task items are assessed for proper time estimation - the result being a modification of time estimates for subsequent projects and/or tasks. **This method results in projects that meet client budgetary expectations and provide the most value for the investment.**



DRMP brings economical solutions to all our projects in the normal course of business by maintaining the mindset that we have a fiduciary responsibility to our clients as well as a professional responsibility. Much of our work is conducted for clients that have limited or strict budgets and therefore, must get the most “bang” for each dollar spent. Through continually working within these limited budgets, regular training of staff (both internal and external) in Best Management Practices, and extensive involvement in Professional Societies, DRMP keeps abreast of the best/most economical methods of service to our clients.

**To effectively reduce costs and maintain project schedules, DRMP proposes the following key items in our Management Systems:**

- ⊕ The use of a single point-of-contact to address the entire DRMP Team
- ⊕ Using the latest technological tools to communicate, transfer, and share data
- ⊕ Maintaining in-house Standard Operating Procedures (SOP) for this contract
- ⊕ Strict adherence to QA/QC plan
- ⊕ Schedule critical milestones before project begins to assure scope understanding

The DRMP team is committed to meeting time and budget requirements. We understand that schedule is a major focal point for any project, and directly impacts project budget. Our team has the experienced staff and resources available devoted to completing on time and within budget.

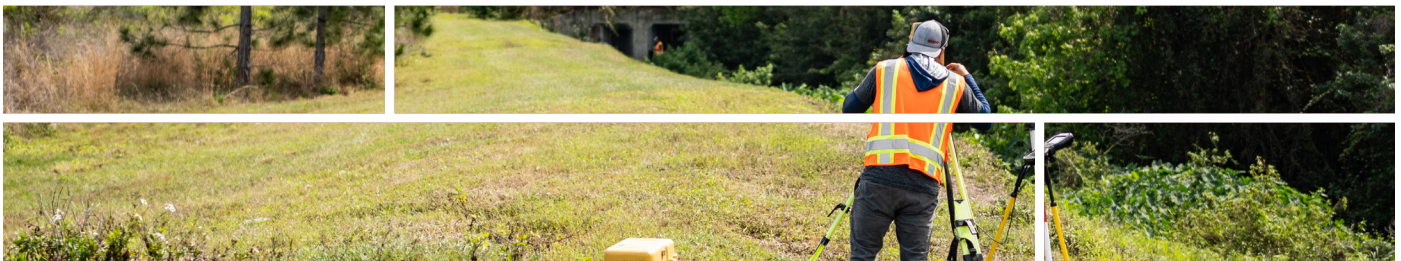
**Budget and Schedule Requirements**

We understand the strain the recent inflationary tendencies have put on local agency budgets. Our strategy to overcome this matter and limited budgets, is to have an honest and open conversation with the County PM at the scoping meeting regarding the available funds for each task under this continuing service contract project. We use these numbers to come up with a “laundry list” of items that can be done to achieve the County’s goals. This approach has worked for us and has allowed us to keep our projects within budget. Additionally, our project management plan will provide a clear definition of individual tasks to be performed, including schedule and budget parameters for each phase of the project. Mr. Lopez will monitor the schedule using Microsoft Project and track critical milestones. Bi-weekly team meetings will track progress and establish 30, 60 and 90-day lookaheads. During these status meetings, staffing requirements will be reviewed and a determination made as to if additional support is needed. Continuous communication between DRMP and the County will be maintained at every step.

Control of the project schedule is one of the most critical items for a project manager to meet because of the budgetary implications and the availability of the funds programmed are usually tied to a specific fiscal year. In addition, there are commitments made by the Commission to the public which are regularly tracked and need to be achieved.

DRMP's Survey team strives to set ourselves apart not only with the quality of our final product but also with our attention to our clients' needs and deadlines. We know all too well that rush requests are sometimes necessary to be able to report back to the County Council, County Manager or citizens. We will always ensure our clients have the materials they need to remain accountable within their organization and with their constituency. We pride ourselves on the diversity of services and skills we can offer to the County.

DRMP is committed to utilizing our resources and the resources of our subconsultant to ensure that any assignment stays on schedule and within budget and meets or exceeds the County's expectations.



## QUALITY ASSURANCE/QUALITY CONTROL

### QA/QC PROGRAM MANAGEMENT

Tegan Desmond, PSM, will be the Survey QA/QC Manager overseeing the activities relating to the Survey and Mapping effort for any projects assigned on a rotational basis for the duration of this agreement. He is responsible for overseeing this program and ensuring that all aspects are upheld. Mr. Desmond will develop schedules and implement and document all Quality Control Reviews for the County. He has over 47 years of experience with all types of survey and mapping projects and is well qualified for managing and undertaking the process of assuring a quality product from this Survey and Mapping Team. All surveys will be prepared in accordance with the state of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes and all County standards.





## THE QA/QC PROCESS

DRMP will utilize a Quality Assurance (QA) team for independent reviews of all work. This team consists of senior professional staff. The QA/QC process is quite simple and applies to all project work: survey deliverables, processing reports, maps, documents, surveys, estimates, data, etc. The process differs slightly for the written material and for items such as quantities and calculations.

**The five-step procedure is as follows:**

**Step One: Production** - The Quality Control Surveyor checks for completeness and/or assembles each element of the check survey deliverables. After the deliverables are deemed complete and ready for checking, they stamp and sign the deliverables.

**Step Two: Checking** - The Project Surveyor shall be a person with qualifications equal to or exceeding the Quality Control Surveyor or their designee. The Project Surveyor will highlight in yellow on the check-print each part that is correct and mark in red on the check-print the required corrections, additions or deletions.

**Step Three: Concurrence** - The Quality Control Surveyor will review the Project Surveyor's marks on the check-print (back checking) and place a check mark in red near each of the Project Surveyor's red-marked changes if they agree the document original should be changed. Then the Quality Control Surveyor consults with the Project Surveyor and either agrees or crosses out the red mark. The result of step three is a set of check prints with agreed upon changes that have been color coded and signed by the Quality Control Surveyor.

**Step Four: Change Incorporation** - The Quality Control Surveyor will update the document original to include the changes agreed upon and highlight the check print in yellow.

**Step Five: Verification** - The Project Surveyor will compare each of the changes on the check-print with the updated portions of the document original and check in green the reworked changes or circle the lack of change in green. The final verification is made, and a green check is applied to the sheet. The result is a set of survey deliverables ready to submit and a check set that is fully documented.

## TRACKING

Tracking the process is a vital part of a QA/QC program. We do this by use of a tracking stamp, a QA/QC Coordinator, and a QA/QC Process Log. Checklists are very important to the process as they help standardize the checking procedure. We utilize many tracking stamps that vary from different disciplines depending on the nature of the work.

## DOCUMENTATION

The final key in the overall QA/QC Program is the documentation process which includes:

- ⊕ Utilizing the tracking stamp, executing Process Log and maintaining a QA/QC file
- ⊕ Utilizing and retaining check sets with submittal sufficiency checklists
- ⊕ Completion of a final QA/QC Review and certification by the project Principal

Our QA/QC program is an ongoing process from the beginning of the project to the very end. It is the mission of DRMP to reduce unnecessary costs of production by minimizing review comments. DRMP makes an important distinction between quality assurance (QA) and quality control (QC) procedures. The DRMP team implements QA processes immediately for each project and continue throughout the project cycle to ensure accountability and accuracy. QC procedures serve as a final data check to catch any final issues and ensure all the project criteria have been fulfilled. QA processes will apply to all project work.

Our executive management, project directors, project managers, and the entire technical staff are committed to the QA/QC program and providing the highest quality products and service to the Department of Defense. The following approaches and policies have been developed and adopted to ensure the plan's success:

- ⊕ All projects are subject to the requirements of this QA/QC Plan.
- ⊕ Project scheduling and staffing for all projects must incorporate enough resources for proper QA/QC.
- ⊕ All project budgets shall incorporate time for proper QA/QC.
- ⊕ QA/QC will be implemented regardless of project schedule or budget constraints.
- ⊕ QA/QC reviews will be performed by personnel independent of those performing the work on a project.



## **SAFETY**

Safety is of the highest concern with field tasks that will put staff in proximity of traffic or other hazards. All field crews have a minimum of one crew member certified in Intermediate Traffic Control (Maintenance of Traffic) and have experience following FDOT Index 600 Series procedures. We hold daily job specific and monthly general safety meetings to stress the importance of safety in the field. We are also concerned with the safety of the public, therefore DRMP field staff are dressed in shirts with our company logo, identifying them as employees of DRMP, and all company vehicles are numbered and clearly marked with proper signage.

Every field crew member also goes through safety training, including basic first aid, CPR, CSX Roadway Worker Protection and OSHA 1910.146 Permitted Confined Spaces as needed. All Field Crew Supervisors and managers maintain these same safety qualifications. Our GIS team also possesses MOT certifications and can include approved MOT plans in an ArcGIS Online map for stakeholder or field crew reference. We also have the ability to utilize our in-house MOT Advanced certified professional engineers to produce lane closure plans and procedures.

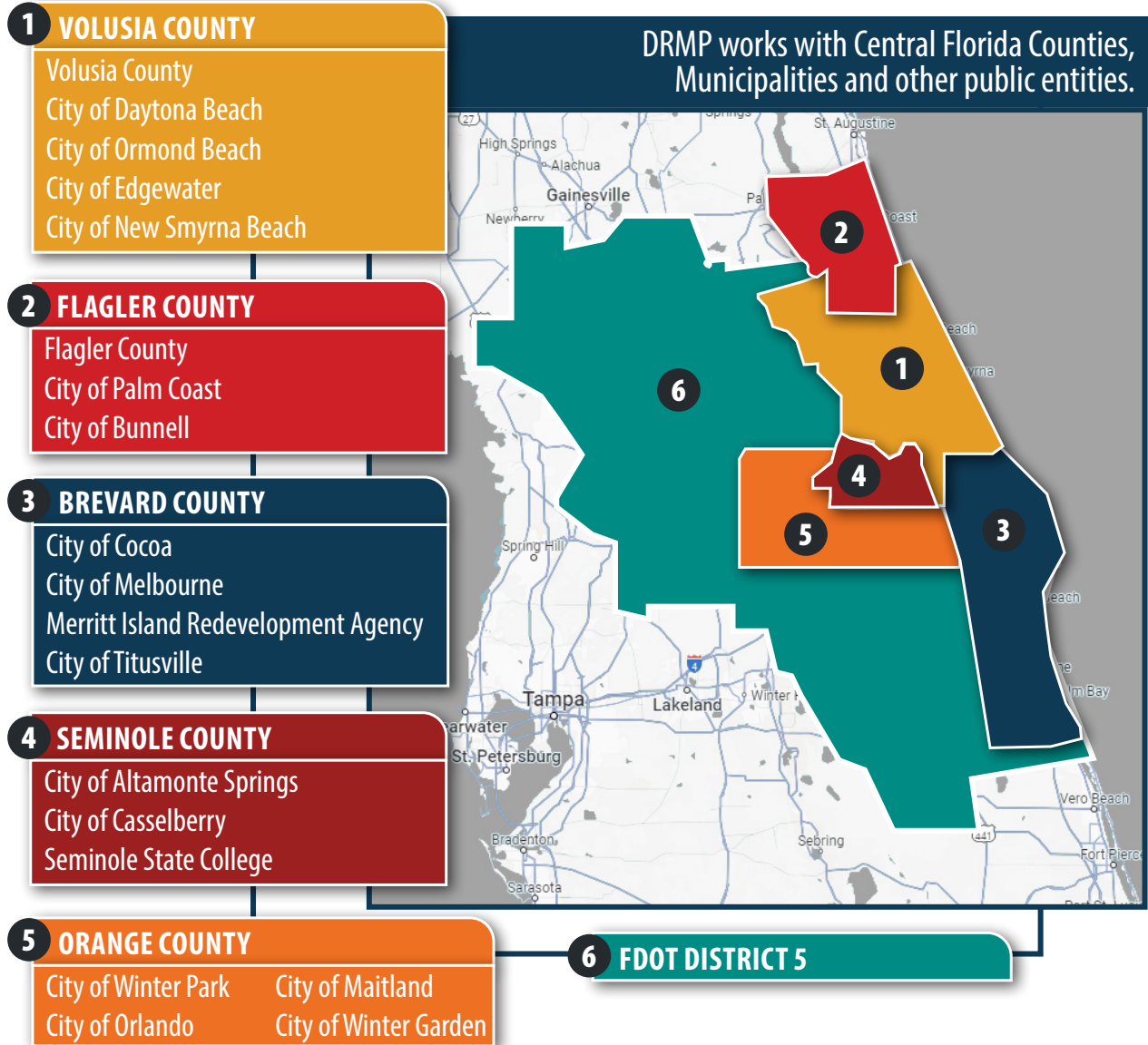
DRMP will direct field crews to follow specific procedures tailored to the County preferences. These daily field plans will be based on the County's priorities, such as priority collection areas, and safety considerations such as high-traffic routes or construction zones. We will take advantage of the power of GIS to develop collection routes that will ensure our crews stay on an optimal path of collection at all times and prevent missing any assets in the process. This will reduce the amount of time our crews spend driving across the County and increase the amount of data collection possible each day.

All new hires of the firm receive a vigorous background check which includes a "7-Year Look Back", National Criminal Check, Address History Check, Social Security Number Check, Sex Offender Search, Global Watchlist Review, Motor Vehicle Report and a Drug Screening. DRMP is so concerned about safety we perform a renewal background check on every employee every five (5) years of their tenure.

DRMP is experienced with providing Level 2 background checks as needed for project specific needs during the duration on Continuing Service Contracts. We have worked on numerous high security project sites such as ports, federal and local municipality projects, naval, space force and air force bases, and every level of educational facilities. Several members of the staff have additional clearances for site specific work such as a TWIC (Transportation Worker Identification Credential) – TSA Badge.

## PREVIOUS CONTRACTS AND SERVICES

As shown in the graphic below, DRMP is proud to have established relationships with public sector clients around the Volusia County area, including many municipalities and all surrounding county governments.





## REFERENCES

<b>Client #1</b>	City of Winter Park	
Address	401 S Park Avenue	
City, State, ZIP	Winter Park, FL 32789	
Contact Person	Thomas Conner, PSM	
E-mail	tconner@cityofwinterpark.org	Phone: 407.599.3399
Date(s) of Service	09/2018-09/2023	
Type of Service	Continuing Services Contract	
Comments:	Miscellaneous surveying services	
<b>Client #2</b>	FDOT District 5	
Address	719 South Woodland Boulevard	
City, State, ZIP	Deland, FL 32720	
Contact Person	Thomas LaCorte, PSM	
E-mail	Thomas.lacorte@dot.state.fl.us	Phone: 386.943.5000
Date(s) of Service	08/2018-Ongoing	
Type of Service	Continuing Services Contract	
Comments:	Miscellaneous surveying services	
<b>Client #3</b>	City of Altamonte Springs	
Address	225 Newburyport Avenue	
City, State, ZIP	Altamonte Springs, FL 32701	
Contact Person	Bean Fathelbab, AICP	
E-mail	dfathelbab@altamonte.org	Phone: 407.571.8164
Date(s) of Service	06/2020- Ongoing	
Type of Service	Continuing Services Contract	
Comments:	Miscellaneous surveying services	

**Certificate Of Completion**

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Status: Completed

Subject: Request for Signatures - A 24-SQ-181KW, CDBG-DR Surveying and Mapping Services

Source Envelope:

Document Pages: 140

Signatures: 6

Certificate Pages: 6

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

Envelope Originator:

Kathy Williams

119 W. Indiana Ave.

DeLand, FL 32720

kwilliams@volusia.org

IP Address: 74.191.71.218

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kwilliams@volusia.org

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Pool: StateLocal

Storage Appliance Status: Connected

Pool: County of Volusia

Location: DocuSign

**Signer Events**

Pamela Wilsky

pwilsky@volusia.org

Purchasing Director

Volusia County Purchasing Division

Security Level: Email, Account Authentication  
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**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Joseph DiBenedetto

JDIBenedetto@drmp.com

Sr. Vice President

Security Level: Email, Account Authentication  
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Frank Lopez

frlopez@drmp.com

Survey Project Manager

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Dona Butler

ddbutter@volusia.org

Director

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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Volusia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact County of Volusia:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: 386-736-5922

To contact us by email send messages to: [cbarber@volusia.org](mailto:cbarber@volusia.org)

To contact us by paper mail, please send correspondence to:

County of Volusia  
119 W. Indiana Ave.  
c/o Christine Barber  
DeLand, FL 32720

#### **To advise County of Volusia of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [cbarber@volusia.org](mailto:cbarber@volusia.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from County of Volusia**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [cbarber@volusia.org](mailto:cbarber@volusia.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

## **To withdraw your consent with County of Volusia**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [cbarber@volusia.org](mailto:cbarber@volusia.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

## **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

## **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Volusia as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Volusia during the course of your relationship with County of Volusia.