

SIGNATURE REQUEST ROUTING FORM

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

Signed by:

Director of Purchasing & Contracts: Pamela Wilsky

Pamela Wilsky

F6F72DB46FDB548A...

Signature

10/29/2024 | 10:01:37 EDT

Date

Signed by:

Department Director's Name: Dona Butler, Recovery and Resiliency

Dona Butler

9C637F2C7B9049F...

Signature

10/30/2024 | 11:12:58 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: JBrown Professional Group, 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

JBROWN PROFESSIONAL GROUP, 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

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This Contract made and entered by and between JBrown Professional Group, Inc., duly authorized to conduct business in the State of Florida, whose principal place of business is located at 3530 NW 43rd Street, Gainesville, Florida 32606 (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), 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 Gainesville, 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, 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:

In the case of County:	with a copies of legal notices to:
<p>County of Volusia Attn: Director of Purchasing and Contracts Address: 123 W. Indiana Ave., Room 302 DeLand, Florida 32720</p> <p>Phone: (386) 736-5935 Fax: (386) 736-5972</p>	<p>County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Room 301 DeLand, Florida 32720</p> <p>Phone: (386) 736-5950 Fax: (386) 736-5990</p>
In the case of Consultant:	with a copy of legal notices to:
<p>JBrown Professional Group, Inc., Attn: Troy Wright, VP, Director of Survey Address: 3520 NW 43rd Street Gainesville, FL 32602 Phone: (352) 375-8999 E-mail: troy.wright@jbpro.com</p>	<p>JBrown Professional Group, Inc., Attn: Troy Wright, VP, Director of Survey Address: 3520 NW 43rd Street Gainesville, FL 32602 Phone: (352) 375-8999 E-mail: troy.wright@jbpro.com</p> <p>AND</p> <p>Attn: Anthony J. Brown Address: 3530 NW 43rd Street Gainesville, FL 32606 Phone: (352) 375-8999 E-mail: jay.brown@jbpro.com</p>

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 Troy Wright [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:

Dana Johnson

C36FF4323F2A4BA...

Dana Johnson

Executive Assistant

Date: 10/30/2024 | 14:01:24 EDT

COUNTY OF VOLUSIA

Signed by:

George Recktenwald

2265F6E1E09043E...

George Recktenwald

County Manager

Date: 10/30/2024 | 14:00:56 EDT

Attest:

Signed by:

Troy Wright

1166318A852742C...

Signature

Troy Wright

Print Name

Director of Survey / VP

Title

Date: 10/30/2024 | 10:00:34 EDT

JBROWN PROFESSIONAL GROUP, INC.

Signed by:

Troy Wright

BE07EAE01B3149C...

Signature

Troy Wright

Print Name

Director of Survey

Title

Date: 10/29/2024 | 15:23:33 EDT

Exhibit "A" – Scope of Services/Solicitation

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
 - Bathometric 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.

Insurance Requirements

1. Required Types of Insurance chart:

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
	GENERAL AGGREGATE	\$ 2,000,000
	Premises-Operations	\$ 1,000,000
	Products & Completed Ops	\$ 1,000,000
	Personal & Adv Inj.	\$ 1,000,000
	Fire Damage	\$
		\$
	AUTO LIABILITY	Combined Single Limit
<input checked="" type="checkbox"/> Any Auto		
	<input checked="" type="checkbox"/> Waiver of Subrogation in favor of County & FDOT	
	<input checked="" type="checkbox"/> County & FDOT	
	Bodily Injury (Per person)	\$
	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:	Risk Management Division	
County of Volusia		
Purchasing & Contracts Division		
123 W. Indiana Avenue, Room 302		
DeLand, FL 32720		

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

[JBPRO] 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

JBPro Response

CONTACT INFORMATION

Company:

JBPro

Email:

jay.brown@jbpro.com

Contact:

Anthony J. Brown Jr.

Address:

3530 NW 43rd Street
Gainesville, FL 32606

Phone:

(352) 375-8999

Website:

jbpro.com

Submission Date:

Aug 21, 2024 6:41 PM

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

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 20, 2024 8:24 PM by Login MBD

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

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

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.

[JBPRO] RESPONSE DOCUMENT REPORT
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CDBG - DR Surveying and Mapping Services

Anthony J. Brown Jr.

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.

No response submitted

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

23-24_COI_-_For_Information_Only.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...](#)

No response submitted

15. Forms

PROPOSAL FORM *

Please download the below documents, complete, and upload.

- [RSQ Proposal Form\(499041\).pdf](#)

RSQ_Proposal_Form(499041)_(Complete).pdf

W9*

Please attach current W-9 Form.

W-9_JBrown_Professional_Group_Inc._2022-01-03.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

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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:

No response submitted

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...](#)

RSQ_Prohibition_Against_Contingent_Fees(499042)_Signed.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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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

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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.

No response submitted

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.'

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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.

0._Letter_of_Interest_-_Volusia_County_-_24-SQ-181KW.pdf
Sunbiz_Annual_Report_2024.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..

1._Qualifications_of_the_Firm_and_the_Employees_Assigned_to_the_County_-_Volusia_County_-_24-SQ-181KW.pdf

EXPERIENCE*

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

2._Experience_-_Volusia_County_-_24-SQ-181KW.pdf

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PROJECT APPROACH*

Upload a detailed project approach as requested in the Evaluation Phases Section of this Solicitation.

3._Project_Approach_-_Volusia_County_-_24-SQ-181KW.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\(499043\)...](#)

Similar_Projects_and_References_-_Volusia_County_-_24-SQ-181KW.pdf
RSQ_References_Form(499043).pdf



JBROPRO-01

PWEBSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2024

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).

PRODUCER Hub International Florida 2811 NW 41st Street Gainesville, FL 32606	CONTACT NAME:		
	PHONE (A/C, No, Ext): (352) 377-2002	FAX (A/C, No): (352) 376-8393	
INSURED JBrown Professional Group 3530 NW 43 Street Gainesville, FL 32606	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Westfield Companies		24112
	INSURER B : National Union Fire Insurance Company of Pittsburgh, PA		19445
	INSURER C : Bridgefield Employers Insurance Company		10701
	INSURER D : QBE Insurance Corporation		39217
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CWP0754997	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CWP0754997	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ 0			EBU019356304	8/9/2023	8/9/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	830-53009	10/1/2023	10/1/2024	<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			ANE48083-04	12/30/2023	12/30/2024	Aggregate 1,000,000
D	Professional Liab			ANE48083-04	12/30/2023	12/30/2024	Each Claim 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

*For Information Only
For Information Only

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

PROPOSAL FORM

The undersigned hereby declare(s) that [firm name] JBrown Professional Group, 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

Anthony J. Brown Jr.

Printed Name

President and Principal Engineer

Title

07/31/2024

Date

JBrown Professional Group, Inc.

Company Name

3530 NW 43rd Street Gainesville, FL 32606

Full Address

(352) 375-8999 (352) 3 75-0833 jay.brown@jbpro.com

Telephone

Fax

E-mail Address

079227673

46-3710755

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

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. JBrown Professional Group 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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 3530 NW 43rd Street 6 City, state, and ZIP code Gainesville, FL, 32606	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									
4	6	-	3	7	1	0	7	5	5

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ► 01/03/2022
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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.

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.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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, JBrown Professional Group, 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 
(Signature)

Date 7/31/2024

By Anthony J. Brown Jr., President
Corporate Officer Name & Title

STATE OF Florida
COUNTY OF Alachua

Sworn to/affirmed and subscribed before me this 31 day of July, 2024, by Anthony J. Brown, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF Florida

Type or print name:

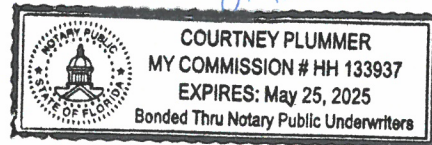
Courtney Plummer

Commission No.: HH133937

Commission Expires: May 25, 2025

(Seal)

Courtney Plummer



Letter of Interest

August 22, 2024

Ms. Kathy Williams
Procurement Manager
123 W. Indiana Avenue, #302
DeLand, FL 32720

Ms. Williams,

JBPPro has tremendous experience throughout Central Florida, having completed three decades of service to local counties and cities. We strive to do high quality work, meet budgets, and schedules with all assignments we are provided. JBPPro will provide fair fees compared to larger firms in Florida while maintaining capacity with quality team members to execute Volusia County's projects. **As a certified small business for over three decades, we are one of the only firms headquartered in North Florida to offer a full suite of surveying services and integrated GIS services for utilities, transportation, and natural resources.** Our staff's prior experience in the public sector allows us to understand the specific needs of our public sector clients. Our variety of knowledge and experience will lead to no learning curve, instant results, and immediate benefits for Volusia County.


JBPPro's custom approach will provide the following advantages to Volusia County:

- Availability of survey personnel for immediate response to all requests.
- Commitment to minimizing costs and meeting all schedule and performance goals.
- Quality construction layout and as-built surveying services.
- Topographic, Boundary, Title search, and special purpose survey services.
- ALTA/ASCM, Right-of-Way, FEMA Elevation Certificate, and legal sketch/descriptions.
- Wetland delineation, Mean High Water Line, Tree surveys, and well location surveys.
- Demonstrated municipal plat review, legal description, and easement experience.
- Integrated GIS/BIM, LiDAR, and UAS for site design and asset management.
- Emergency management mitigation and recovery services.

Our offices in Gainesville and St. Augustine can serve Volusia County with ideal proximity. Each of the team members and primary design professionals are committed to this team and bring over 20 years each of project experience to the JBPPro team. Each professional included in the project team has extensive experience handling plat submittal reviews, property ownership transfers, contractor coordination, and site inspections.

Letter of Interest

Whatever your project needs, our knowledgeable surveying team delivers using innovative equipment, technical expertise, and our drive to provide the best data possible to help your project go smoothly. In 2022, our surveying department reached many milestones. We started a UAS LiDAR Program and developed a new workflow around it.



We strive for technical excellence, timely service, and client advocacy.

JBPro understands the value of every dollar spent by Volusia County and will ensure a cost-efficient approach to maximize the project budget and investment. We commit to providing excellent value to the County, as our fees are very reasonable compared to larger regional firms, yet we can provide a similar, if not, superior service. The JBPro team has quality licensed professionals, ample support staff, and workload capacity to accomplish multiple, large task orders simultaneously.

We have carefully assembled a team that has the right mix of expertise, experience, nimbleness, creativity, and technical strength to help Volusia County succeed. JBPro is committed to serving the County as one of its primary service areas and clients. If selected, we will prioritize our working relationship and always be responsive and dedicated to the needs of your staff, citizens, and shareholders. As the Vice President of JBPro, I will commit to supporting your project efforts. JBPro is very excited for the opportunity to continue to serve Volusia County and look forward to providing you exceptional service.

Sincerely,



**Vice President
Director of Surveying
JBPro, Inc.**

2024 FLORIDA PROFIT CORPORATION AMENDED ANNUAL REPORT

DOCUMENT# P13000078056

Entity Name: JBBROWN PROFESSIONAL GROUP INC.

Current Principal Place of Business:

3530 NW 43RD STREET
GAINESVILLE, FL 32606

Current Mailing Address:

3530 NW 43RD STREET
GAINESVILLE, FL 32606 US

FEI Number: 46-3710755

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

BROWN, ANTHONY J JR.
3530 NW 43RD STREET
GAINESVILLE, FL 32606 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent Date

Officer/Director Detail :

Title PRESIDENT
Name BROWN, ANTHONY J JR.
Address 3736 SW 5TH PLACE
City-State-Zip: GAINESVILLE FL 32607

Title DIR
Name BROWN, SUSAN S
Address 3736 SW 5TH PLACE
City-State-Zip: GAINESVILLE FL 32607

Title VP
Name WRIGHT, TROY V
Address 3530 NW 43RD STREET
City-State-Zip: GAINESVILLE FL 32606

Title VP
Name BROWN, MICHAEL P
Address 3530 NW 43RD STREET
City-State-Zip: GAINESVILLE FL 32606

Title VP
Name POTTS, CHRISTOPHER
Address 3530 NW 43RD STREET
City-State-Zip: GAINESVILLE FL 32606

Title VP
Name FELIX, DUSTIN
Address 3530 NW 43RD STREET
City-State-Zip: GAINESVILLE FL 32606

Title VP
Name WILLEMS, KYLE
Address 3530 NW 43RD STREET
City-State-Zip: GAINESVILLE FL 32606

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MICHAEL BROWN

VP

06/06/2024

Electronic Signature of Signing Officer/Director Detail Date



1. Qualifications of Firm & Employees Assigned to the County



Qualifications of Firm & Employees

Continuing service projects have a wide range of scope items by their on-call nature. Tasks may require field and office surveys, 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. JBPro's professional surveyors will provide an immediate response on tasks, with local fully equipped and experienced field crews in St. Augustine, and the additional field and office resources from our headquarters in Gainesville.

JBPro understands this continuing services contract is to provide surveying and mapping services for Volusia County on an as-needed basis. These services may consist of data collection and surveying for design, preparation of construction plans, title/deed research, advanced surveying methods (SUE, UAS, Bathymetric) aerial/remote sensing imagery collection, GIS, special purpose surveys, projects, or plat reviews.

The JBPro surveying department is led by Troy Wright, PSM, who manages JBPro's robust survey department consisting of four project managers, 4 CAD technicians, and 6 survey field crews. We offer a full range of surveying services to support all your geospatial and construction needs, and we have the expertise to ensure the highest accuracy and data integrity from all our surveying solutions.

JBPro has completed survey projects and holds several continuing professional surveying contracts throughout North Florida. Our commitment to surveying services is underpinned by our adherence to chapter 5J-17 Florida Administrative Code and Chapter 471 of the Florida statutes. We agree to the transparent reimbursement model based on hourly rates for personnel and actual expenses, ensuring a fair and accountable financial arrangement. Our versatile team stands ready to provide a comprehensive suite of surveying services and products in the most compatible method for Volusia County.

Whether your project is simple or complex,
our skilled survey team is committed to
providing you with an *accurate, quality*
survey with a *quick* turnaround
and a competitive rate.



Organizational Chart



Resumes

Troy Wright, PSM, Director of Surveying

Troy joined JBPro in August of 2017 and is a local Alachua County native and JBPro's progressive and driven Director of Surveying. Troy is a licensed surveyor and mapper with a bachelor's degree in Geomatics Engineering from Florida Atlantic University. Troy started his career traveling the country, learning new technologies, and out-of-the-box ways of surveying on extraordinary projects such as Disney's Avatar Land. He is now leading the JBPro Surveying Department to new heights.

Project Experience

Westwood Middle School Renovation Survey

Gainesville, FL | Professional Services: 2020-23 | Construction: 2024

Principal Surveyor for the \$27M project involving the complete renovation of a middle school campus in Gainesville, FL. Multiple campus buildings will be demolished, several will be renovated and new buildings added, along with the redesign and addition of parking and staging facilities, bus drop-off lanes, new stormwater management facilities, and upgraded utility infrastructure throughout the campus. The topographic survey was used as the base design file for the engineering design improvements.

Wiles Elementary Topographic Survey

Gainesville, FL | Professional Services: 2019 | Construction: 2020

Alachua County Public Schools was faced with traffic circulation problems and a lack of adequate parking spaces at Wiles Elementary school which was originally constructed in 1984. Due to added enrollment and changing drop-off and parking patterns, their entire parking facility needed to be redesigned. A topographic survey was performed on the front half of Wiles Elementary in Gainesville Florida to improve and re-design parking and traffic routes. Control had to be found for the right of way and benchmarks were set for future construction work.

NW 16th Avenue Resurfacing Project

Gainesville, FL | Professional Services: 2019 | Construction: 2020

JBPro surveyed and designed the pavement resurfacing of 4,600 feet of the NW 16th Ave. NW 16th Ave is a curb and gutter section roadway. The project involves milling and resurfacing of the existing pavement course, selective removal and replacement of curb & gutter, sidewalks, and driveways, ADA curb cut improvements, restriping, and a revised signalization design for the NW 2nd Street intersection. Performed topographic surveying for focused on roadway improvements, drainage structures, and adjacent private improvements. The topographic survey was used as the base design file for the engineering design improvements.

SE 9th Street Utility Improvements

Gainesville, FL | Professional Services: 2019 | Construction: 2020

A topographic survey was performed under the GRU continuing services contract for the rights-of-way of NW 9th St., 2nd Ave., and SE 4th Ave. Completed for a utility redesign project, the topographic survey included all above ground features within the rights-of-way corridors as well as storm and sanitary pipe information below grade. The rights-of-ways were established using existing monumentation and current FDOT maps, and control was set to establish construction benchmarks. Mr. Wright was the project manager and principal surveyor for the project.



Total Experience:

12 years

Experience with Firm:

7 years

Firm Location:

3530 NW 43rd Street
Gainesville, FL 32606

Education:

B.S. Geomatics Engineering,
Florida Atlantic University (2011)

License:

Florida, Professional Surveyor &
Mapper, License #LS7210

Certifications:

Certificate of Completion,
Underground Utility Designation,
Staking University (2014)

MOT Certified, FDOT (2015)

Trimble Training (2011 to 2015)

Contact Information:

Email: troy.wright@jbpro.com
Office: (352) 375-8999
Cell: (352) 214-1295

Resumes

Richard White, PLS, Senior Project Manager

Mr. White is a Professional Land Surveyor with over 40 years of surveying experience in North Florida and Georgia. Mr. White's experience covers a vast array of projects, clients, and governmental agencies. With a specialization in large tract surveys of sizes up to and including twenty-seven thousand acres, no boundary survey is too large or complicated. Mr. White has extensive experience in ordinary high water and mean high water surveys, as-built surveys, ALTA / NSPS Land Title Surveys, utility surveys, and construction stakeout. He has also provided expert testimony in many legal cases including survey boundary litigation, eminent domain and accident and contractual cases.

Project Experience

Hornsby Springs

High Springs, FL (2022)

Mr. White performed an As-built Survey of a dredging reclamation sedimentation project documenting sediment removal at the spring. This included sites visit for staking silt fence and tree barricades, staking storm water pond with a lath at a 5' offset from the top of bank and grade for top of bank, two site visits for storm sewer layout with lath at centerline and at 15' and 25' offsets with a grade for top of structure, and seven site visits for staking centerline of potable and reclaimed waterline at 50' stations and major bends and water appurtenances.

Dunn's Crossing – Unit 3

Jacksonville, FL (2022)

Construction stakeout for phase 3 of the Dunn's Crossing residential subdivision for civil site work construction including stormwater, roadways, utilities, and miscellaneous facilities.

Gateway Crossing Replat – Lots 2 & 3

Lake City, FL (2022)

Replat of Lots 2, 3, and 11 of Gateway Crossing subdivision, to consolidate the lots by eliminating Lot 11, and prepare for the purchase of Lot 2 by the Circle K convenience center. Circle K occupies Lot 1 of the commercial subdivision, which was originally designed and platted by JBPro.

Burrows Replat

Alachua, FL (2022)

Development review services for the City of Alachua for surveyor review of this replat of Lots 15 & 16 of Oak Ridge Crossing. This review was provided as part of JBPro's continuing services contract for the City of Alachua.

Trailwinds Target

Wildwood, FL (2022)

Boundary and Topographic Survey for a new Target commercial center in the Trailwinds Village mixed use community at the Villages master planned community.

Ellianos Coffee

Jacksonville, FL (2022)

Boundary and topographic survey of the property to be developed as a new Elianos coffee shop. The survey located all existing paving, utilities, trees, and miscellaneous surface features for the development project.



Total Experience:

40 years

Experience with Firm:

2 years

Firm Location:

3530 NW 43rd Street
Gainesville, FL 32606

Experience:

JBrown Professional Group Inc.
(2022-Present)
Sr. Survey Manager

Broward Davis & Associates
(1995-2021)
Dept. Manager - 1995-1998
Branch Manager - 1998-2000
Vice President - 2000-2008
President - 2008-2021

Richard L White & Co.
(1990-1995)
President & Principal Surveyor

Bobby Presnell, Land Surveyor
(1985-1990)
Survey Office Manager

License:

Florida Professional Surveyor
& Mapper, License #LS4816

Contact Information:

Email: richard.white@jbpro.com
Office (Gainesville): (352) 375-8999
Office (St. Augustine): (904) 789-8999

Resumes

Jack Trahan, Project Manager

Jack joined JBPro in November of 2019 and responds to survey fieldwork's unique challenges with drive, commitment to quality, and an exceptionally positive attitude. Mr. Trahan oversees and monitors the life cycle of our Survey products from the reception of the work proposal to the delivery of a finalized Survey product. He is responsible for the scheduling of field data collection, the management of the CAD production team, the acquisition and research of survey documents, and our response to any comments, concerns, or revisions related to matters of the survey.

Project Experience

UF Surge Area Flooding Topographic Survey

Gainesville, FL | Professional Services: 2022-2023 | Construction: N/A

This survey is was done for a project that will address the flooding issues around the UF Longleaf Rd. The flooding issues encompass the EH & S Support complex, the Waste Management Facility, the Nuclear Field Building along with other buildings and parking areas within this Surge area. A Topographic Survey was required to establish the existing topographic conditions and create the base survey necessary to create a design solution for flooding issues that are occurring at the UF Longleaf Rd. This is one of the lowest lying areas on the UF campus. Mr. Trahan was responsible for all field survey activities, Control Survey Maps, and Right-of-Way Maps.

SW 15th Avenue Roadway Extension

Newberry, FL | Professional Services: 2022-2023 | Construction: 2023-2024

This project provides connection to the city roadway network connecting SW 260th St. to 266th. Project was performed for the City of Newberry and involves permitting with Suwannee River Water Management District. As the Project Surveyor for this Surveying and Mapping project, Mr. Trahan was responsible for all field survey activities, Control Survey Maps, and Right-of-Way Maps. In addition, Mr. Trahan was responsible for preparing and recording a Subdivision Plat which dedicated the Right-of-Way to the perpetual use of the public.

Avalon Woods Phase 1A Roadway and Utility Improvements

Alachua County, FL | Professional Services: 2020-2021 | Construction: 2021-2022

Mr. Trahan was responsible for the performance, supervision, and quality control review of all field survey activities. Mr. Trahan established Primary Control utilizing a series of 4 static GNSS observations (4 hours apart each a minimum duration of 5 minutes with 1 second epochs) collecting data from the GPS, Glonass, Galileo, and Beidou constellations, referenced to the Florida Permanent Reference Network (FPRN). Upon completion of a Boundary and Topographic Survey, Mr. Trahan created a Digital Terrain Model (DTM) of the Project site to be utilized for pavement, grading, and drainage design. To facilitate the installation of a new force-main, Mr. Trahan collected field data and documentation to create a Right-of-Way and Topographic Survey of U.S. Highway 41, from NW 24th Avenue to NW 9th aligned to FDOT stationing standards.

UF-642 SW Campus Transportation Improvements

Gainesville, FL | Professional Services: 2019-2021 | Construction: 2021

A complex transportation and utility improvement project located in the SW portion of the UF Main Campus. Numerous transportation corridor improvements included a new roundabout, turn lane improvements, a new roadway (Ballpark Way) between Hull Road and SW Archer Road, and extensive drainage improvements. As-built construction surveys were performed for the numerous corridor drainage improvements, including a large double barrel box culvert for Lake Alice discharge. Mr. Trahan served as Field Crew Chief, organized project information, completed on-site operations for daily data collection, ensured safety protocols and traffic closures met applicable local and state standards.



Total Experience:

5 years

Experience with Firm:

5 years

Firm Location:

3530 NW 43rd Street
Gainesville, FL 32606

Education:

B.S. Geomatics,
University of Florida (Ongoing)

Associates in Arts of Engineering,
Santa Fe College (2018)

Contact Information:

Email: jack.trahan@jbpro.com
Office: (352) 375-8999 x1303

Resumes

Sean Barron, CST, Project Manager

Sean joined JBPro as a survey crew chief in 2021. As a survey crew chief, Sean was responsible for managing and coordinating survey crews, ensuring that they have the tools, resources, and guidance they need to perform their work safely and efficiently. He is also an expert in using surveying instruments and software, and his skills in project management and team leadership have helped to ensure the success of every project he has worked on. Sean has recently been promoted to his new role of Construction Survey Manager, overseeing the operations for our construction survey projects.

Project Experience

UF Parking Garage 15 Topographic Survey

Gainesville, FL (2022-2023)

This survey was performed to set the basis of design for an upcoming parking garage addition south of the Beaty Towers. The survey located all existing landmarks and improvements, including drainage structures in 3D. Ground elevations were located at all major grade breaks as well as in sufficient quantity as to generate 1' contours throughout the project site. Mr. Barron served as Field Crew Chief, organized project information, completed on-site operations for daily data collection, ensured safety protocols and traffic closures met applicable local/state standards.

Topographic and Right-of-Way Survey for SE 4th Street Roadway and Drainage Improvements

Jacksonville Beach, FL (2022)

A topographic survey was performed within the 4th Street S. roadway corridor from Beach Blvd. South to S. 6th Ave. for a reconstruction project to improve roadway condition and storm water collection facilities. The project was prompted due to significant flooding concerns. Mr. Barron served as Field Crew Chief, organized project information, completed on-site operations for daily data collection, ensured safety protocols and traffic closures met applicable local and state standards.

Topographic Survey for Avalon Woods Phase 1B Roadway Improvements for State Road 45

Alachua County, FL (2021 -2022)

Project included roadway and turn lane improvements to the rural section roadway of State Road 45 for a future development. The project also included widening of SR 45 to accommodate the turn lanes. Survey and full design of the project was approved by FDOT. Mr. Barron served as Field Crew Chief, organized project information, completed on-site operations for daily data collection, ensured safety protocols and traffic closures met applicable local and state standards. Mr. Barron worked under JBPro's PSM for preparing and recording a Subdivision Plat which dedicated the Right-of-Way to the perpetual use of the public.

Town of Tioga

Alachua County, FL (2021-2022)

The Town of Tioga engaged JBPro to master plan and engineer a mixed-use town center and residential community that attract visitors and residents with interesting and well-connected goods, services, workplaces, and neighborhoods. Tioga Town Center is a mixed-use urban downtown in the residential community, Town of Tioga. The Town Center features an interconnected mix of commercial, office, residential, and institutional uses. The Town Center features tree-lined walkways, pedestrian scale lighting, hidden parking, tree-lined interconnected ponds, vertical mix of uses, and a beautiful active Town Square. Mr. Barron worked under JBPro's PSM for preparing and recording a Subdivision Plat which dedicated the Right-of-Way to the perpetual use of the public.



Total Experience:

22 years

Experience with Firm:

2 years

Firm Location:

3530 NW 43rd Street
Gainesville, FL 32606

Certifications:

Certified Survey Technician

Level 1

UAV Pilot

MOT Certified, FDOT

Contact Information:

Email: sean.barron@jbpro.com

Office: (352) 375-8999 x1304

Resumes

John Gilreath, GISP, Director of GIS Services

John Gilreath, GISP, has just recently joined JBPro as our new Director of GIS Services and Business Development. He is currently responsible for overseeing geospatial projects and program development. He manages JBPro's GIS/remote sensing program including project planning, data development, data management and quality control. Mr. Gilreath brings extensive knowledge in GIS, database design, GPS data collection, asset management and remote sensing.

Project Experience

Pavement Management Program Implementation

Alachua County, FL

GIS Manager for the DRMP/Kercher (sub) team to offer strategic infrastructure and transportation management services. Inspected 99% of the roads in Alachua County and then developed an average price per square yard of pavement treatment options ranging from sealing to reconstruction. Performed analysis on over 600 centerline miles of road and assisted in the implementation of a pavement management software for future maintenance and project planning.

GIS & School Planning Services, Alachua County Public Schools

Alachua County, FL

Project Manager for providing data collection, analysis and visualization services for the Alachua County Public School District. Recent tasks included mapping student address data, updating planning data sets for concurrency areas and examining zoning/attendance issues. The project database also includes Certificate of Occupancy permits from the Alachua County and City of Gainesville building departments that are mapped, matched and maintained to the County housing inventory as a method to analyze development rates in the region. John's team designed and maintains an ArcGIS file geodatabase and ArcGIS Online maps containing information on: school enrollment and capacity, school concurrency, development review status from multiple agencies, transportation infrastructure, regional housing inventories, current/future land use, school facilities and properties, and student addressing.

Tax Increment District Parcel Valuation Analysis

Gainesville Community Redevelopment Agency Alachua County, FL

Project Manager responsible for assisting in the valuation of parcels included in the CRA districts for their annual tax increment calculations. The 2016 tax increment financing district liability calculations were provided by Alachua County and examined by DRMP staff. Exceptions to parcel inclusion, changes to parcel boundaries and the assessed parcel valuations were verified and compared to previous annual reports. Mr. Gilreath interpreted legal descriptions and coordinated with Alachua County Property Appraiser staff to ensure correct parcel valuations and locations for a final annual valuation report.

Socioeconomic Analysis and Site Suitability Report

Gainesville Community Redevelopment Agency, Alachua County, FL

Together with the CRA and an independent marketing firm, Mr. Gilreath was responsible for gathering data and creating a report detailing suitable development sites in East Gainesville. Standard data sets from the decennial US Census and 5-year American Community Survey were used for a variety of demographic and economic analysis. Specific data for building permits, certificates of occupancy, business license (by type) and development review petitions were mapped and included in the analysis. In addition, commuter flows, drive-time profiles, traffic counts and existing infrastructure were also determined for each area of interest. He worked with a marketing firm to produce high-quality graphics and distilled data for the report which will be used for marketing businesses interested in relocating or starting up in Gainesville.



Total Experience:

19 years

Experience with Firm:

1 year

Firm Location:

3530 NW 43rd Street
Gainesville, FL 32606

Education

M.S. Geosciences-GIS/Remote Sensing,
Mississippi State University (2006)

B.S. Environmental Sciences,
University of Mary (2000)

B.A. Geography, University of
Mary (2000)

Professional Registration

Certified Geographic Information
Systems Professional #90088

Certifications:

Certified GIS/LIS Technologist, American
Society for Photogrammetry and Remote
Sensing (2009)

Certified Remote Sensing Technologist,
American Society for Photogrammetry
and Remote Sensing (2009)

Contact Information:

Email: john.gilreath@jbpro.com
Office: (352) 375-8999

Professional Certification/Licenses



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

License No.: **LS7210**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

TROY V WRIGHT
3530 NW 43RD ST
GAINESVILLE, FL 32606-6104

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 Pkway Tallahassee, Florida 32399-6500

License No.: **LS4816**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

RICHARD L WHITE
PO BOX 12367
TALLAHASSEE, FL 32317-2367

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.



This certifies that

John Gilreath

has met the standards for ethical conduct and professional practice as established by the
GIS Certification Institute for the recognition a

**Certified Geographic Information Systems (GIS)
Professional (GISP)**

and is therefore entitled to all the rights and privileges thereunder.

This grant of certification shall expire or be deemed inactive on 11/25/2025 unless, by that date, the individual
shall have successfully completed recertification.

Certification Number 90088

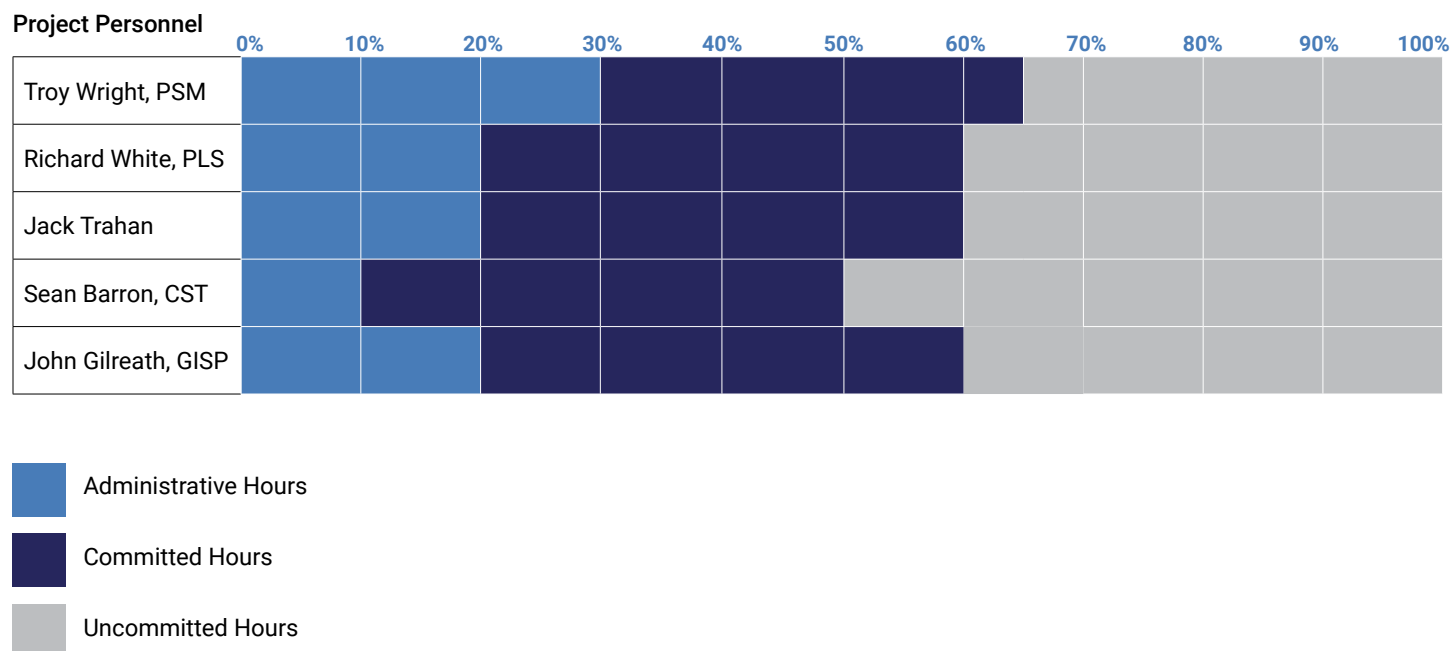
Date of Initial Certification 11/25/2014

Jochem Albrecht
GISCI President

Tony Spica, GISP
GISCI Executive Director

Current and Projected Workload

The JBPro team offers unparalleled professional expertise along with depth of support among its team members affording ample availability for each required task. The team has reviewed the current and projected availability of the team members and has summarized the availability percentage for the project in the chart below. The team has been assembled to make sure the needed resources will be available throughout the project's schedule.



Ability to Meet Requirements

JBPro understands the need to meet budgets and scheduling. In today's fast paced working environment, we have become accustomed to meeting difficult schedules and carefully monitoring the scheduling of all of our projects. With the size of our firm, the 41% capacity that is available to serve will more than exceed the anticipated project demands. JBPro comfortably serves our public clients without any delays in schedule and without any sacrifice regarding our standards of excellence and best practice value surveying. Our approach to maintaining project budgets and schedules might not be direct monitoring, but they are preventative measures to make sure our work product holds up in high-speed and cost-conscious project environments.

Litigation History

In the last five years, JBPro has been involved in two legal cases. The first case has been completed and the second case has been settled. A description of each case is provided below.

Case #1

The University of Florida filed a lawsuit against multiple parties including the general contractor, the geotechnical engineer, the structural engineer, the architect, the civil engineer (JBPro), and almost all other members of the design team regardless of discipline. The suit was filed on August 2, 2018 and involved the settlement of a building slab and associated damages to the Clinical Translation Research Building structure on the UF Main Campus. JBPro denied wrongdoing and any liability in this case as we felt strongly that the building damages were not due to any actions of the civil engineer, but rather the geotechnical engineer, the structural engineer, and the contractor. The suit included approximately \$3M in damages and was litigated for several years. As is standard practice in cases like this, virtually every member of the design team, the contractor, and sub-contractors who held liability insurance were included in the lawsuit. JBPro actively defended their interests throughout a protracted legal case and ultimately settled their suit with a final dismissal on July 22, 2021. JBPro was dismissed prior to most all other parties, and has continued to maintain very strong working relationship with the University of Florida despite this lawsuit. The lawsuit is continuing currently although JBPro is no longer involved.

One indicator of how UF feels about JBPro as a civil engineering partner is that UF has selected JBPro as one of three civil engineering firms for three straight contract terms, dating back to 2014.

Case #2

Recently, a motorcyclist drove off the road and onto the roadway shoulder of a residential subdivision project designed by JBPro. The motorcyclist lost control of his vehicle while outside of his driving lane and sustained an injury. A personal injury lawyer representing the Plaintiff filed suit against the project site contractor, the developer of the residential subdivision, and JBPro for the amount of \$30,001. The case was filed in Alachua County Circuit Court (Case No. 2021-CA-1184) on April 28, 2021 and JBPro has settled with the plaintiff. JBPro denies any wrongdoing. We believe strongly that the motorcycle accident was totally uncalled for since the rider went off the roadway travel lane and unnecessarily drove into a roadway under construction. As evidence that the engineering design had nothing to do with the rider's accident or injury, JBPro settled. The contractor and the developer are still involved in the matter, which indicates that JBPro was not at fault as the other parties have continued to litigate without JBPro's involvement.

Prior to these two cases, JBPro had only been sued one other time in 27 years, and the case was dismissed without prejudice. JBPro was found not liable in any way and was not party to any settlement.



2. Experience



Experience

As a certified small business for over three decades, we are one of the only firms headquartered in North Florida to offer engineering, surveying, landscape architecture, planning, and GIS. Since its founding in 1995, JBPro has served more than 600 clients and completed over two thousand engineering and surveying projects. JBPro has a total of 50 staff members. Our St. Augustine office will serve Volusia County project with ideal proximity. Given the anticipated needs of the contract, the proposed team is only a portion of the available staff ready to provide services for this contract. JBPro is confident in our ability to allocate additional resources to meet schedules without impacting budgets.

JBPro serves on a number of continuing professional surveying contracts throughout the region. Our commitment to surveying services is underpinned by our adherence to chapter 5J-17 Florida Administrative Code and Chapter 471 of the Florida statutes. We agree to the transparent reimbursement model based on hourly rates for personnel and actual expenses, ensuring a fair and accountable financial arrangement.

JBPro is comfortable with all phases of public projects. We provide up front boundary, topographic, and tree surveying to ensure a project starts with the most accurate and precise data possible. JBPro has continued to use our expertise with other public entity clients such as the City of Jacksonville Beach, Clay County, and Town of Orange Park just to name a few. For Jacksonville Beach, JBPro completed a topographic survey to reconstruct the 4th St. roadway corridor to improve the roadway condition and stormwater collection facilities. Our versatile team stands ready to provide a comprehensive suite of surveying services, encompassing but not limited to:

- Topographic Surveys
- Boundary Surveys
- ALTA/ASCM Surveys
- As-Built Surveys
- Construction Layout Services
- Control Surveys
- Easement Research
- Hydrographic/Bathymetric Surveys
- Quantity Surveys
- Specific Purpose Surveys
- Photogrammetry
- Right-of-Way Staking
- Subsurface Utility Excavation (SUE)

Firm History

Our company was established as Brown & Cullen, Inc. in 1995, and was renamed JBrown Professional Group Inc. in 2013. We rebranded in 2020 and are now referred to by our brand identify of JBPro. Throughout our 29 years, JBPro has been led by Jay Brown, PE, our founder, who leads the company and provides a vast array of design and project experience. The firm has grown from a staff of 2 in the summer of 1995 to 50 employees in the spring of 2024.

Our-award winning engineering, planning, and surveying staff is well trained, experienced, and highly responsive. We have received local, statewide, and national awards for our project designs with many of our projects receiving Gainesville Beautification awards. Our Depot Park project won an Outstanding Environmental Project Award locally, and our SW 9th Street Roadway project received the APWA statewide and national awards as the Transportation Project of the Year (\$5M or Less). Our employees have been officers of the local ASCE chapter and have been active with local charitable organizations and Boards. Our company received a Founder's Award from Millard Fuller, the founder of Habitat for Humanity for service to the organization. We value our commitment to community and our clients and hope to serve you with our best efforts.

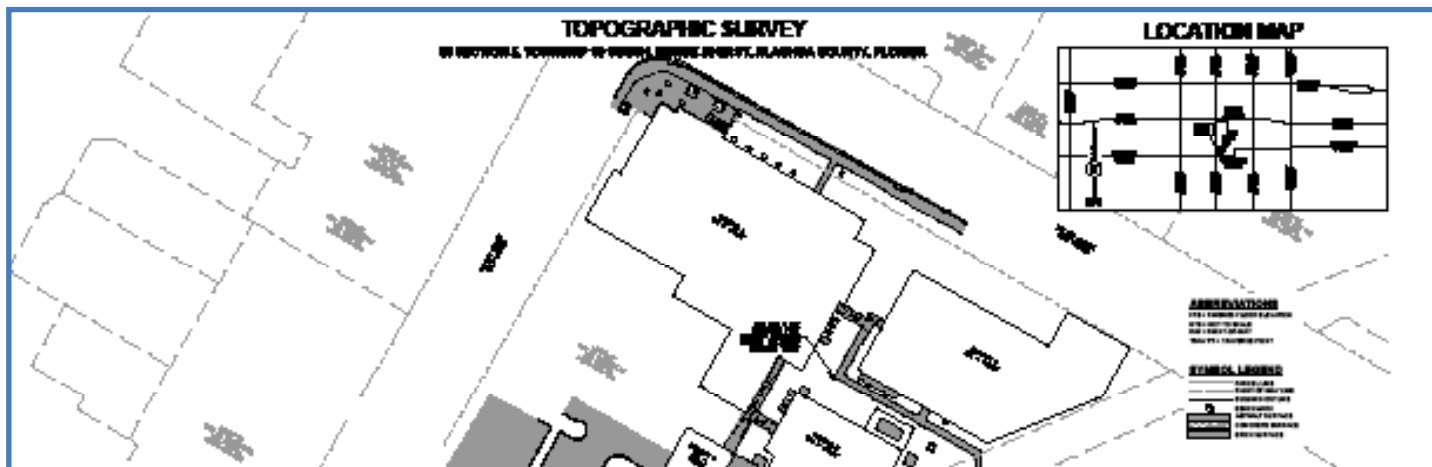
References

REFERENCES

Client #1	City of Gainesville, Public Works Department
Address	405 NW 39th Avenue
City, State, ZIP	Gainesville, FL 32609
Contact Person	Brian Singleton, Public Works Director
E-mail	singletonbm@cityofgainesville.org Phone: (352) 393-8801
Date(s) of Service	2019-2021
Type of Service	Surveying Services for Gainesville Police Department Drainage Improvements Project
Comments:	JBP Pro serves the City of Gainesville under an overall continuing contract and serves as the Surveyor of Record for the City's Public Safety Facilities contract.
Client #2	City of Jacksonville Beach
Address	11 North Third Street
City, State, ZIP	Jacksonville Beach, FL 32250
Contact Person	Kayle Moore, PE, Project Engineer
E-mail	kmoore@jaxbchfl.net Phone: (904) 247-6213
Date(s) of Service	2022
Type of Service	Surveying Services for the 4th St. South Roadway and Drainage Improvements
Comments:	
Client #3	Santa Fe College
Address	3000 NW 83rd Street
City, State, ZIP	Gainesville, FL 32606
Contact Person	Joseph Freedlention, Project Manager
E-mail	freedlention.joseph@sfcollge.edu Phone: (352) 395-5174
Date(s) of Service	2018-2022
Type of Service	Surveying Services for Santa Fe College Blount Center Project
Comments:	

Project Highlights

Gainesville Police Department HQ Topographic Survey



Description/Relevance: JBPro provided civil engineering and surveying services to develop a drainage remediation plan to improve drainage conditions at the Gainesville Police Department Headquarters property, specifically surrounding the existing Evidence Building. JBPro provided a topographic survey to understand the elevations and conditions of the applicable drainage systems. The team carefully reviewed the survey to better understand existing drainage conditions and established drainage improvement objectives for the client. The team then produced construction drawings to identify all proposed drainage improvements. JBPro staff met with City of Gainesville Public Works Department for review and reported optional improvements that may not be initially constructed, but could be also considered for future improvements.

Project Information:

Project Location: Gainesville, FL

Years Completed

Professional Services: 2019-2021

Services: Topographic Surveying

Cost: \$6,400.00

Project Owner Information:

Owner:

City of Gainesville
Public Works Department

Address:

405 NW 39th Avenue,
Gainesville, FL 32609

Contact:

Brian Singleton

Title:

Public Works Director

E-mail:

singletonbm@cityofgainesville.org

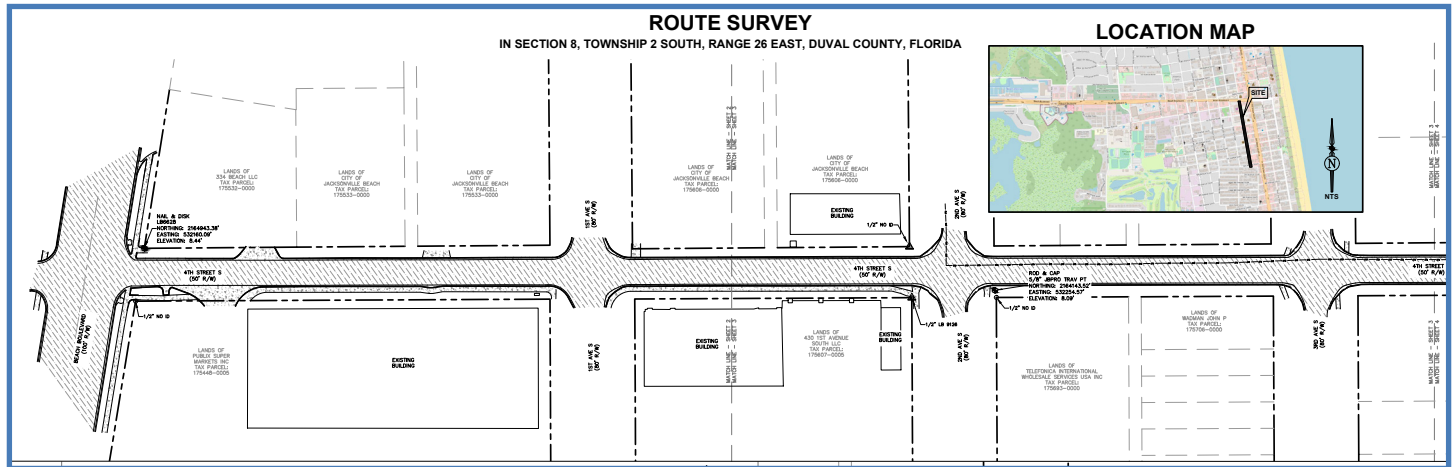
Phone:

(352) 393-8801



Project Highlights

4th St. South Roadway and Drainage Improvements



Description/Relevance: This project involves the reconstruction of the 4th St. S roadway corridor to improve roadway conditions and stormwater collection facilities, addressing the significant flooding concerns due to outdated infrastructure. JBPro is working with the City of Jacksonville Beach Public Works Department to adequately resize the existing pipes and redesign the roadway profile. The Civil Engineering team will perform initial site visits and research to assess the property and identify proposed stormwater issues, and design the storm sewer conveyance system improvements as well as the necessary water and wastewater utility adjustments. JBPro is coordinating with the St. Johns River Water Management District for applicable permitting and is providing Construction Administration services for the bidding portion of the construction phase. This is one of our current major roadway and drainage improvement projects. A topographic survey was performed within the 4th Street S. roadway corridor from Beach Blvd. South to S. 6th Ave. to set the basis for design.

Project Information:

Project Location:

City Of Jacksonville Beach, FL

Years Completed

Professional Services: 2022

Services: Topographic Surveying

Cost: \$21,130.00

Project Owner Information:

Owner:

City of Jacksonville Beach

Address:

11 North Third Street
Jacksonville Beach, FL 32250

Contact:

Kayle Moore, PE

Title:

Project Engineer

E-mail:

kmoore@jaxbchfl.net

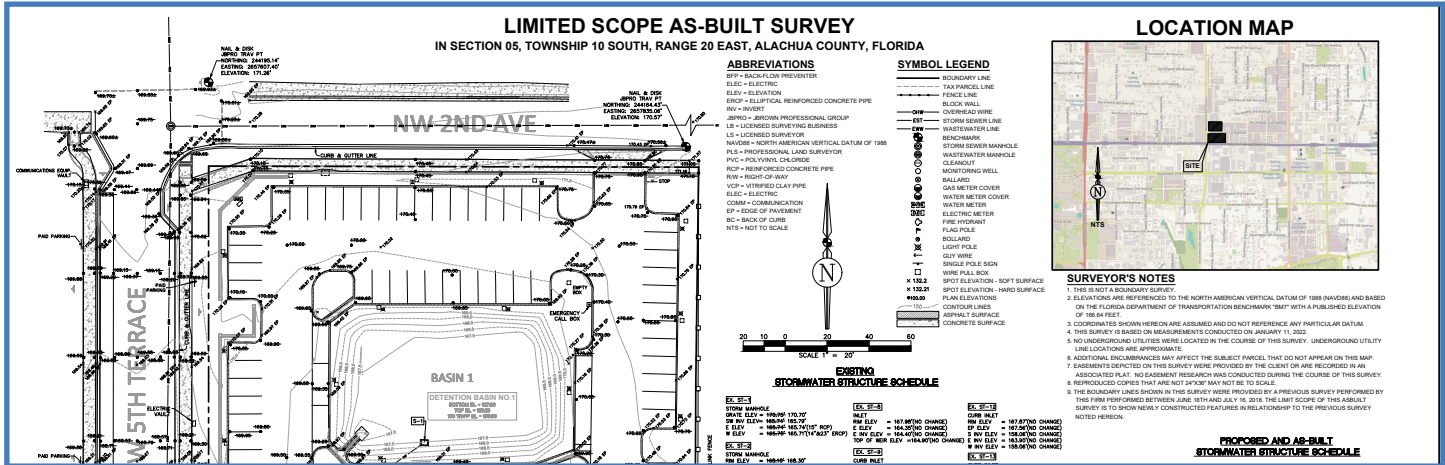
Phone:

(904) 247-6213



Project Highlights

Santa Fe College Blount Center



Description/Relevance: The project consisted of topographic survey that was used as the basis of the design as well as photometric analysis and an as-built surveying of a new building approximately 86,000 SF, located on the northeast corner of NW 6th Street and W. University Ave. This project is a capital improvement educational facility involving virtually all aspects of new construction and re-development of all civil infrastructure systems. It was performed for a stand-alone new facility which occurs within School District capital improvement projects, and involves typical paving, grading, drainage, and utility infrastructure needed for civil engineering continuing services. This was a project done on a bustling student campus in the middle of downtown Gainesville.

Project Information:

Project Location: Gainesville, FL

Years Completed

Professional Services: 2018-2021

Construction: 2022

Services: Topographic & Boundary

Surveying, Photometrics,

Construction Surveying

Cost: ~\$13,000.00

Project Owner Information:

Owner:

Santa Fe College

Address:

3000 NW 83rd Street

Gainesville, FL 32606

Contact:

Joseph Freedlengton

Title:

Project Manager

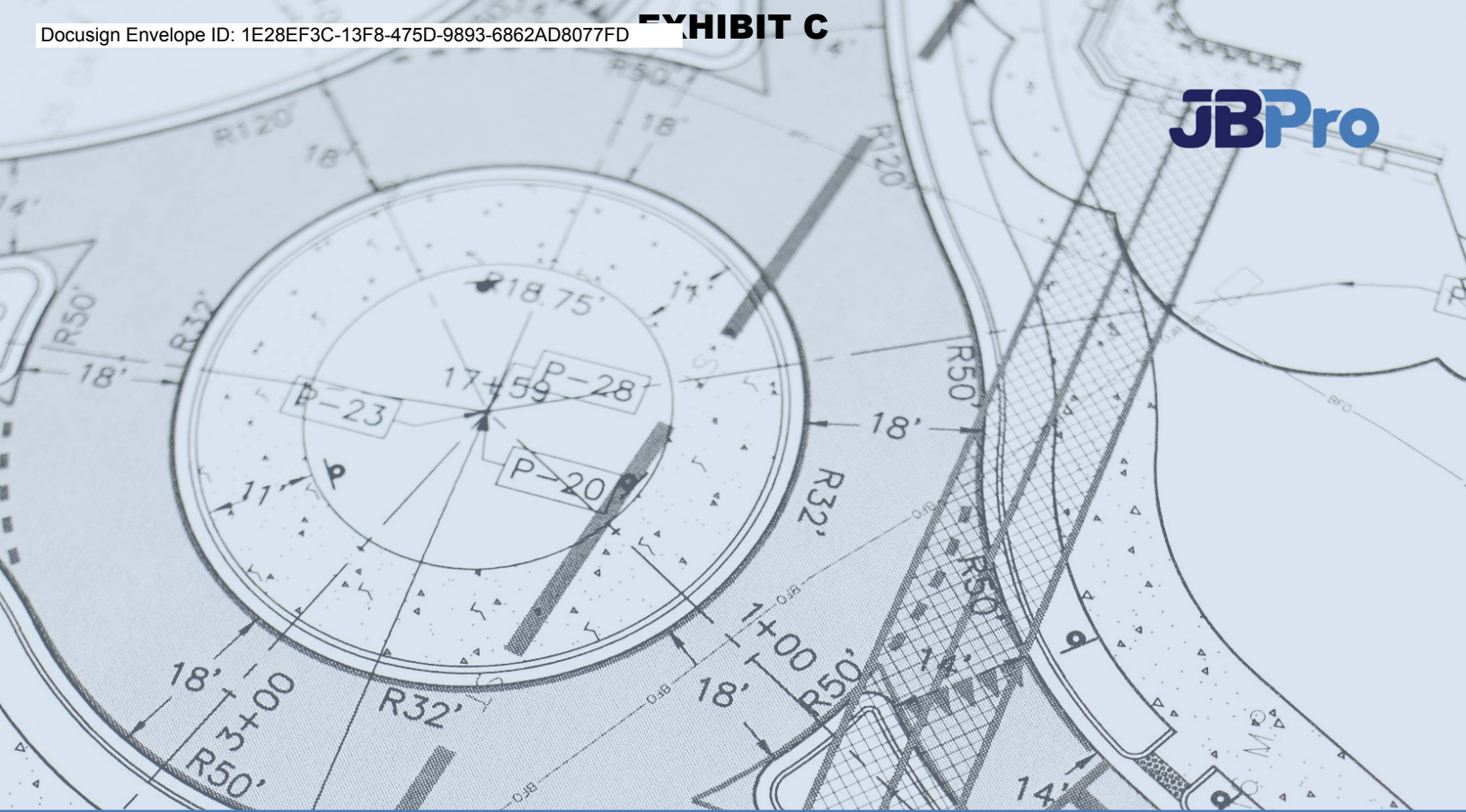
E-mail:

freedlengton.joseph@sfcollge.edu

Phone:

(352) 395-5174





3. Project Approach



Project Approach

Continuing service projects have a wide range of scope items by their on-call nature. Tasks may require field and office surveys, 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. JBPro's professional surveyors will provide an immediate response on tasks, with local fully equipped and experienced field crews in Gainesville, and additional field and office resources from our St. Augustine.

JBPro understands this continuing services contract is to provide surveying and mapping services for Volusia County on an as-needed basis. These services may consist of data collection and surveying for design, preparation of construction plans, title/deed research, advanced surveying methods (SUE, UAS, Bathymetric) aerial/remote sensing imagery collection, GIS, special purpose surveys, projects, or plat reviews.

Many of the tasks listed in the scope of services can be handled by multiple teams, enabling us to work on multiple assignments simultaneously. 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. **Each key personnel have been assigned a backup for their lead position and we possess tremendous reach-back capabilities with multiple locations within 2 hours of Volusia County to provide responsive and efficient survey, SUE, geospatial, and remote sensing services.**

Along with clean CAD-generated survey maps we provide any deliverables needed by the county. This includes topographic and geospatial surveys, DTMs, Aerial Drone Imagery, project progress shots, etc. When constructing a project, we offer in-progress shooting so that the county can identify and correct any design/as-built deviations. Our team makes use of innovative surveying technologies to make sure our projects are both time-efficient and cost-effective. We make use of remote Terrestrial High-Density 3D Scanning (Trimble SX-10) ensuring we allow our crews to operate safely and minimize disruption of the flow of traffic.

JBPro utilizes a combination of cutting-edge technologies and traditional survey methods to produce high-quality surveys in a timely manner. Specifically, we utilize LiDAR-equipped UAVs (drones) and terrestrial scanning in conjunction with traditional survey techniques to provide comprehensive and accurate data. Data collected from these sources is then merged within the Trimble Business Center software suite. The use of UAV LiDAR allows us to survey large areas and collect data from hard-to-reach places (such as under tree canopy), while terrestrial scanning allows us to generate highly detailed 3D models of intersections, building interiors, and above-ground improvements and features on the ground quickly and safely.

Safety

Safety is of the highest concern with field tasks that will put staff in proximity to traffic or other hazards. All field crews have a minimum of one crew member certified in Intermediate Traffic Control (Maintenance of Traffic), and we hold 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 general public; therefore field staff are dressed in shirts with our company logo, identifying them as employees of JBPro, and all company vehicles are numbered and clearly marked with proper signage.



Project Approach

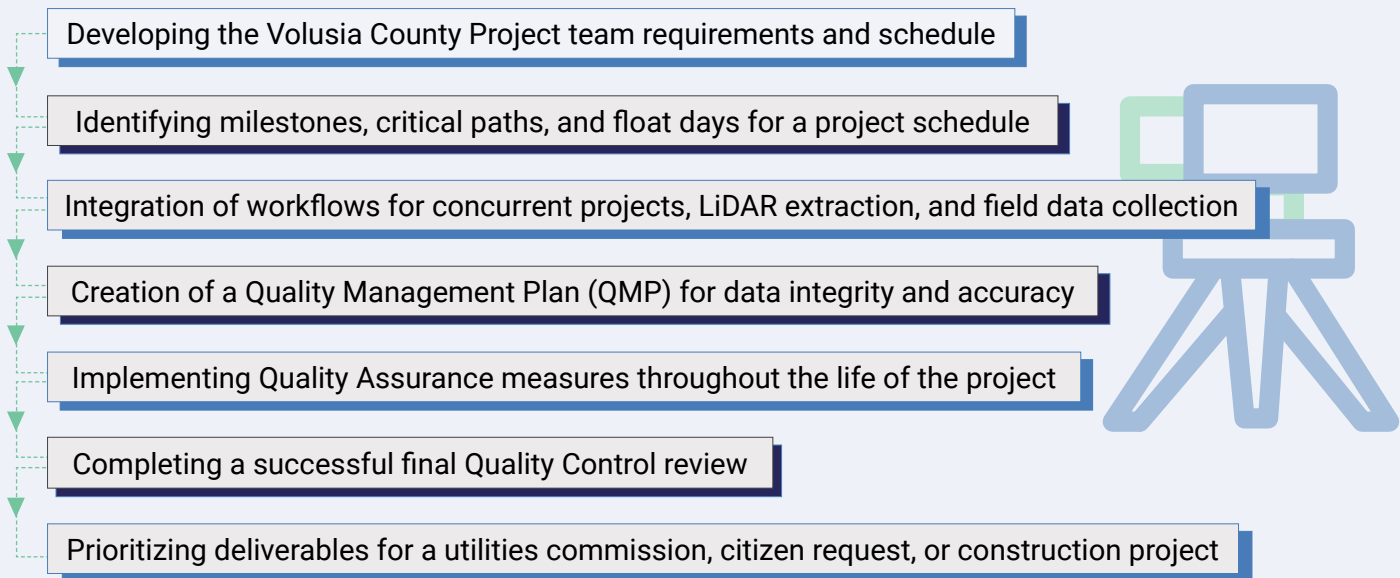
Project Management

The JBPro Surveying Team understands that a project management plan is essential for the efficient completion of the various tasks required for surveying. A management plan is also required to efficiently coordinate activities, monitor progress, and meet project milestone dates. The essential key to JBPro's past success with surveying is effective project control administered by a strong and qualified Project Manager who is supported with management tools that provide clear and concise methods for scheduling and monitoring projects. **Troy Wright, PSM**, will oversee **Richard White, PLS**, **Sean Barron, CST**, and **Jack Trahan**, who will serve as the Project Managers (PM) and will be responsible for maintaining open communications with the County and being responsive to its needs.

The manager for each project under this contract is responsible to JBPro for the proper and timely execution of the assigned contract. The PM will carry out their duties and responsibilities by ensuring that the scope of work is definitive, complete, and understood by the project team prior to their undertaking project tasks.

As soon as a potential Task Order is assigned, our Project Manager will contact the proper staff to discuss the project details necessary to ensure the scope of work is well defined. During this process, JBPro will also prepare a task schedule detailing key milestones and submittal dates, taking into consideration the County's needs and the current workload of our project team.

Example Survey Project Management Plan



The JBPro Survey Team utilizes multiple resources, such as our internal Survey Only Calendar, Excel spreadsheets, and whiteboards by the doors in the bullpen and director's office to keep track of the workflow and set hard and soft deadlines for projects. All survey employees are required to read, review, and update the resources every morning when they clock in and every evening before they leave. This assures us that every survey employee from the director down to the rodman and/or intern knows the current project list and the deadlines associated with those projects.

Project Approach

The following are the six main steps taken by JBPro that could be involved with a Volusia County project from pre-design to completion of construction.

1.

Obtain Existing Property Information:

Once a project area has been identified and a scope of services has been requested by Volusia County, JBPro would research known data bases and obtain existing information and resources relative to the project site. JBPro office staff would then prepare a site field preparation map to assist field crews in the field efforts in step three below.

2.

Prepare a project schedule and manpower assignment for a given project:

Once all of the applicable documents have been obtained and a field preparation map has been prepared and reviewed by one of our licensed land surveyors, our field crew coordinator will schedule the field work and assign the appropriate field staff the task of collecting the field data outlined in the scope of work documents and site field preparation map.

3.

Obtain field measurements:

The next step would involve JBPro field staff using specialized survey equipment to perform the field work to obtain the data required to develop the Existing Conditions Survey Map. The data obtained would be used to verify the location of existing buildings and other structures, to locate edges of existing paved areas and other impervious areas, existing utilities and any other improvements, locate existing trees and to obtain existing elevation information for the site. If the project involves any wetlands that have been delineated by an environmental scientist, the field staff will also locate the delineation so that an accurate boundary for the existing wetlands area can be shown on the Existing Conditions Survey Map.

4.

Prepare the Existing Conditions Survey Map:

Once the field survey work is completed, the results of that work would then have to be processed, analyzed and reviewed by one of our licensed land surveyors and then utilized to create the Existing Conditions Survey Map for the site. The existing conditions survey map for the site would include the existing property boundaries, if applicable, existing improvements, utilities, trees and topography including contours showing the elevation differences within the site.

5.

Prepare the Construction Stake-out Survey:

After your land development plan has been designed and approved for construction, the surveyor may be asked to do a construction stake-out survey. This involves surveying and marking with stakes the various features of the proposed project so that it is constructed correctly. This could include building corners, edges of paving, and stormwater management basin components.

6.

Prepare the As-Built Survey:

The final step of the land surveying process for a full land development project would be the preparation of as-built survey plans showing what was constructed. If a significant difference is found between the as-built plans and the design plans, the construction contractor may have to go back out to the site to correct the issue. Once the issue has been fixed, the surveyor would most likely have to do a survey of the corrected area again to be sure that what is in the as-built plans matches what is in the design plans.

Project Approach

Responsiveness

Our surveying project managers are always available during the construction process to answer any questions and assist with issues that may arise. Our team works with several local and non-local builders, developers, and municipalities to ensure their projects get completed from the beginning concept stage through construction until the project is complete. Our team communicates with clients daily and weekly on active projects with status updates and is very responsive to non-active project issues when they arise.

UF Keys Apartment Complex (2022)



Our response time can be best portrayed on the UF Keys Apartment Complex Project. JBPro was asked to act quickly and efficiently to fix an issue with their ADA requirements and our team delivered. This project was completed within a very tight time frame as the survey, design, and construction had to be completed in a matter of weeks so that students could be moved in for the Fall Semester. Within two days of contact, our survey crews were out in the field performing the required topographic survey. We followed our proven process and delivered results in the time needed. The team used GPS Positioning and conventional surveying techniques to quickly formulate a working CAD deliverable for the engineering team to create their design. JBPro Survey Team Members also assisted the contractor with construction and as-built survey of the ADA re-design. This project was an emergency request with a challenging schedule for both the JBPro surveying and civil engineering departments, and JBPro met the demanding schedule so the project could be successful and meet the needs of UF Housing.

Our team guarantees the deployment of fully qualified, licensed personnel, and equipment that meets or exceeds the requirements of the tasks at hand. Collaboration and coordination with Volusia County are integral to our service delivery. We pledge to maintain close liaison throughout the project, actively participate in meetings and conferences arranged by the County and provide thorough documentation to confirm and record understandings and agreements. We assure the County of our dedication to delivering high-quality surveying services.

Topographic Surveys

Achieving topographic survey quality at its highest level involves establishing local horizontal and vertical controls in accordance with governing surveying standards. The determination of horizontal feature locations is carefully carried out using either conventional traverse techniques or one of the various GPS methodologies, depending on factors such as site accessibility, satellite visibility, accuracy, and cost-effectiveness.

The use of GPS for elevation determination is a widely recognized and efficient practice with numerous applications. Regardless of the data collection system employed, data is systematically recorded electronically and maintained in traditional field books to ensure comprehensive project documentation. Our survey procedures prioritize automation to streamline data processing, resulting in an approximate 70% completion rate of office-based survey products. This approach minimizes drafting issues which contributes to cost savings.

Project Approach

Boundary Surveys

Boundary surveys play a major role in maintenance, construction, and design activities. Permits issued by regulatory agencies may require a boundary survey be performed for parcels that are part of a project site. Boundary surveys are particularly important for land procurement and the acquisition of requisite permits, particularly in ecologically sensitive regions, including environmental conservation areas and stormwater treatment sites. Boundary surveys encompass a spectrum of scenarios, ranging from establishing reference points at conventional field locations to retracing boundaries in remote or challenging-to-access terrains.

For private property, we communicate with property owners to apprise them of our upcoming project work in their area. The delineation of property boundaries relies on a comprehensive evaluation of monumentation, ownership evidence, and data amassed through the analysis of maps and documents. In accordance with State Statute 177 Part III, Certified Corner Records for government land corners, duly verified and established, are furnished to the Florida Department of Environmental Protection (FDEP) if needed.

Horizontal/Vertical Site Control

We specialize in delivering precise control surveys, with our geodetic survey methodology centered around GNSS technology. Our use of GNSS static and redundant-Real Time Kinematic (RTK) procedures ensures not only unparalleled accuracy, but also cost-effectiveness. To initiate the survey process, we start by conducting thorough research on the project area to identify existing horizontal control points, enabling us to localize our GNSS survey effectively. Control information specific to a project can be sourced from a variety of entities, including County records, local municipalities, State, or Federal agencies. In terms of vertical control, we establish benchmarks using digital or 3-wire observed optical levels to guarantee accuracy. The quality and accuracy of our surveys are directly influenced by the meticulous survey procedures we employ.

Right of Way Mapping

The mapping process for right-of-way surveys commences much like boundary surveys, involving thorough research of existing documentation. This includes scrutinizing right-of-way maps, record plats, private surveys, deeds, and tax maps to gather pertinent information for the preparation of right-of-way maps. Field data collected during the survey process is crucial for determining controlling land lines, which are then integrated into the maps. Additionally, a review of title work is essential for property determination and for all computations necessary for delineating property boundaries, including parent tracts, parcel takes, and remainder parcels. Subsequently, this information is compiled into certified right-of-way maps and legal descriptions.

Construction Layout

We provide comprehensive support throughout the construction process, including control surveys, construction layout, right-of-way determination, quantity surveys, as-built surveys, temporary roadway easements, and other specialized surveys. Leveraging our survey personnel's extensive experience in staking surveys, we can effectively resolve any conflicts that may arise during the construction phase.

*University of Florida
Malachowsky Hall for Data
Science & Information Technology (2020)*



Project Approach

As-Built Surveys

As-built surveys (record surveys) are the final step in the construction process and are performed to obtain new construction data. These surveys verify roadway and drainage improvements and determine whether a constructed facility encroaches upon adjoining properties.

We have provided these types of surveys for commercial developers, universities, K-12 school districts, contractors, utility companies and CEI support services throughout the years. The following are examples of the types of as-builts we have performed:

- Final elevations of new parking lots for school districts/municipalities
- New boardwalk construction at Poe Springs Park for Alachua County
- Parking lot in Langston Park in Haines City
- New Ranger Station at Rainbow Springs State Park
- New Hernando Beach Fire Station No. 6 in Hernando County

*Poe Springs Park Boardwalk
Alachua County, FL*



ALTA/ASCM Land Title Surveys

Title insurers have specific requirements concerning title insurance matters. When asked to provide an insurance policy, they often refer to the American Land Title Association (ALTA) and the National Society of Professional Surveyors (NSPS) standards, which govern land surveys. These standards, known as an ALTA Survey, serve as a reference for title professionals, lenders, and the issuance of title insurance coverage.

An ALTA Survey is a comprehensive land parcel map that depicts all existing improvements on the property, including utilities and significant observations within the insured estate. It also outlines the licensed surveyor's findings regarding the property boundaries and their relationship to the title.

The survey includes delineations or notes of all easements and exceptions mentioned in the title commitment for insurance of the secured party. Additionally, it may indicate zoning and flood zone restrictions or areas that suggest potential future use of the property. Essentially, an ALTA Survey combines aspects of a boundary survey, title survey, and location survey.

Our JBPro Survey Team has provided numerous ALTA Surveys to standard for the following projects:

- Oxford Manor Apartments in Gainesville, FL
- Elliano's Coffee on Atlantic Boulevard in Jacksonville, FL
- Santa Fe Crossings in Gainesville, FL

Tree Surveys

Tree surveys will be provided in accordance with Volusia County's Tree Protection and Replacement Code. Trees larger than 10" DBH and listed species will be surveyed and shown on our survey map or design file. The tree information would be presented in a table form with numbers, size, and type. The numbers would correspond to the symbol on the map which represents the surveyed tree's location.

Project Approach

Wetland Delineation

Field evaluations would include delineating wetland limits, determining seasonal high-water elevations, obtaining agency verification of wetland limits, and collecting wetland flag locations using a high-accuracy Trimble Global Navigation Satellite System (GNSS) system.

Terrestrial and UAS LiDAR

We currently employ multiple FAA Part 107 Certified Commercial Drone pilots based in all our offices serving Volusia County. Recent projects where we have utilized LiDAR for engineering design include:

- Kennedy Space Center Merritt Island NWF Levee Mapping
- Lecanto Crossing

GIS Services

Teaming with JBPro for GIS services gives Volusia County access to a team that is available for projects of any size. We make subject matter experts available to you for efficient implementation of GIS projects that can make all the difference when it comes to running a thriving city. Examples of support we have recently provided our municipal clients include:

- Fire/Rescue EMS Calls & Hydrant Inspection Web Inspection forms
- 3D Height/Density Scenarios for Neighborhood Zoning Overlays
- Stormwater Management Utility Rate Review and GIS Integration
- Emergency Damage Assessment Field Data Collection Applications
- CCTV Sanitary/Stormwater Inspection Web Application
- Easement Interpretation and Web Application

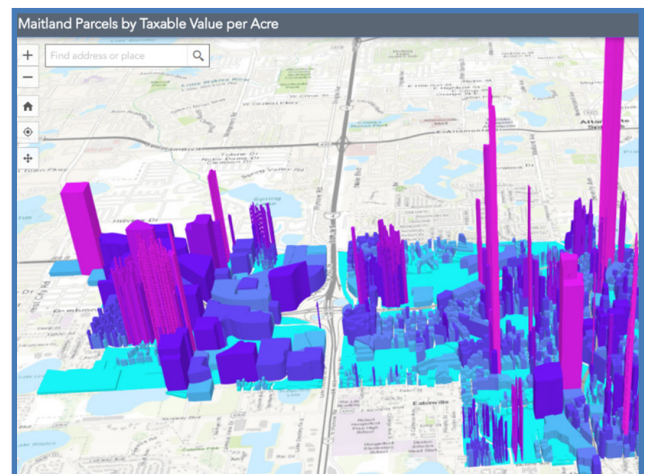
The JBPro GIS team has led numerous infrastructure collection projects at the federal, state, and local level and is well versed in integrating utility data for a wide variety of planning and budgeting uses. Collecting and assessing utility data for integration into an enterprise GIS system requires an interdisciplinary team of surveyors, GIS professionals, and engineers. Examples of how JBPro has used infrastructure condition data in the past to assist agencies include:

- Capital Project planning and prioritization
- FDOT, MS4, WMD, DEP, and FEMA reporting
- Capacity estimates for temporary chillers and handlers
- Utility bill tracking and LED conversion impacts
- Water Modeling software (ICPR, HEC-RAS, WATER GEMS)

*Kennedy Space Center
Merritt Island NWF Levee Mapping Equipment*



*3D Display of Appraised Property
Values Created by our GIS Team*



Project Approach

Land Purchase Feasibility/ Due Diligence

Additionally, our GIS team develops virtual planning encyclopedias that consolidate a wide range of studies, exhibits, and information related to a site or specific topic (such as parking, parcel suitability, height restrictions, etc.). Our expertise in land development and geospatial space planning is particularly valuable for long-term planning initiatives. Currently, we support Community Redevelopment Agencies in the Orlando and Gainesville areas by reviewing annual property appraisals for budgeting purposes. We also provide new legal descriptions and sketches for economic opportunity zones and Tax Increment Financing (TIF) districts.

Asset Management

JBPro's GIS staff is experienced in designing databases that are suitable for the diverse audiences and purposes of an organization, such as desktop users, field staff, public outreach, and executive leadership. JBPro has worked with several organizations to design databases across a variety of fields from hydrologic datasets to economic development for an international airport. 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, EnerGov, CityWorks, WindMil, Synergi, Eaton CYME, or other enterprise systems. We have delivered data in many formats to meet the final business needs of our clients (work management, hydraulic modeling, financial tracking, etc.) including:

- Cityworks, AssetWorks, and EnerGov work order templates & asset schema
- Water Distribution Analysis (WaterGEMS)
- Hydraulic Engineering Center's River Analysis System (HEC RAS)
- Inter-Connected Pond Routing Stormwater Modeling (ICPR)
- Governmental Accounting Standards Board Statement 34 (GASB 34)
- FDOT Roadway Lighting Reimbursement
- FEMA ICS Damage Assessment & Reporting Standards
- Pavement Management Program Development
- National Flood Insurance Program Community Rating System
- Facilities and Infrastructure Facilities Assessments

Our team has broad experience in maintaining facilities and utility data with specialized considerations. Our GIS team supports engineers in ADA facility assessments and utilities inventories using FieldMaps for ArcGIS or Survey123 with real-time updates to web maps for stakeholders to monitor project progress.

JBPro's GIS team is experienced in designing databases for *all* types of team needs & audiences.

Project Approach

FEMA Elevation Certificates

We understand the importance of FEMA flood zones, base flood elevations, and sea level rise models in effectively managing a community and planning for its sustainable future. Our GIS services can assist with many of the qualifying activities for FEMA Community Rating System credits, including tracking elevation certificates for new construction, creating public-facing mapping applications, assisting with materials for outreach projects, and using elevation data to identify flood prone areas under differing circumstances.

Our GIS services can assist with many of the qualifying activities for FEMA Community Rating System credits, including tracking elevation certificates for new construction, creating public-facing mapping applications, assisting with materials for outreach projects and using elevation data to identify flood prone areas under differing circumstances. Understanding, anticipating, and respecting the threat of flooding conditions within city boundaries is the best way to protect community assets, businesses and homes from harm and disruption. We have the analysis and outreach tools necessary to help Volusia County do just that.

Stormwater Management Utility Rates

JBPro can assist with tracking new developments and validating impervious surfaces and SMU rates for existing accounts. Our team has prior experience in reviewing design plans and validating SMU credits.

Pavement Management

Using MicroPaver, JBPro has worked with agencies to produce resurfacing and rebuild plans to coordinate utility upgrades and installations with necessary road/airfield construction projects. JBPro can incorporate the pavement condition data into GIS and MicroPAVER software to produce iterative models of pavement rehabilitation project prioritization. JBPro can design the data collection methodology, ensure a consistent process in inspection ratings, and integrate field reports into a MicroPAVER file format. JBPro will produce project scenarios that include variables for pavement condition, location, desired resurfacing treatment type, overall budget, and timeline to comprehensively assess pavement, utility, and related stormwater underdrain issues.

*SW 8th Avenue Extension
Gainesville, FL*



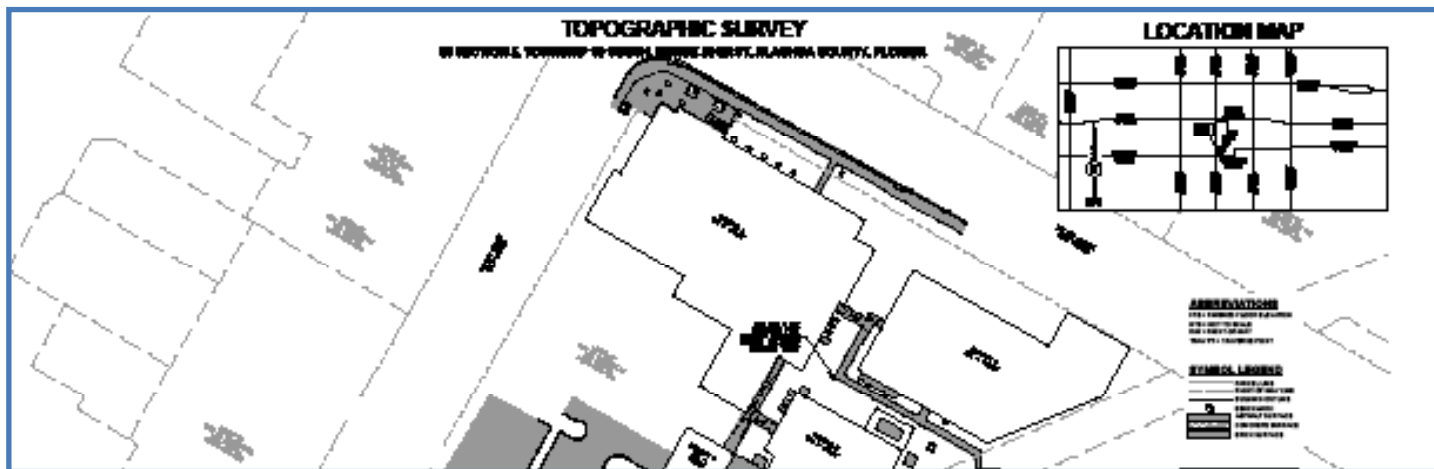
References

REFERENCES

Client #1	City of Gainesville, Public Works Department
Address	405 NW 39th Avenue
City, State, ZIP	Gainesville, FL 32609
Contact Person	Brian Singleton, Public Works Director
E-mail	singletonbm@cityofgainesville.org Phone: (352) 393-8801
Date(s) of Service	2019-2021
Type of Service	Surveying Services for Gainesville Police Department Drainage Improvements Project
Comments:	JBP Pro serves the City of Gainesville under an overall continuing contract and serves as the Surveyor of Record for the City's Public Safety Facilities contract.
Client #2	City of Jacksonville Beach
Address	11 North Third Street
City, State, ZIP	Jacksonville Beach, FL 32250
Contact Person	Kayle Moore, PE, Project Engineer
E-mail	kmoore@jaxbchfl.net Phone: (904) 247-6213
Date(s) of Service	2022
Type of Service	Surveying Services for the 4th St. South Roadway and Drainage Improvements
Comments:	
Client #3	Santa Fe College
Address	3000 NW 83rd Street
City, State, ZIP	Gainesville, FL 32606
Contact Person	Joseph Freedlention, Project Manager
E-mail	freedlention.joseph@sfcollge.edu Phone: (352) 395-5174
Date(s) of Service	2018-2022
Type of Service	Surveying Services for Santa Fe College Blount Center Project
Comments:	

Project Highlights

Gainesville Police Department HQ Topographic Survey



Description/Relevance: JBPro provided civil engineering and surveying services to develop a drainage remediation plan to improve drainage conditions at the Gainesville Police Department Headquarters property, specifically surrounding the existing Evidence Building. JBPro provided a topographic survey to understand the elevations and conditions of the applicable drainage systems. The team carefully reviewed the survey to better understand existing drainage conditions and established drainage improvement objectives for the client. The team then produced construction drawings to identify all proposed drainage improvements. JBPro staff met with City of Gainesville Public Works Department for review and reported optional improvements that may not be initially constructed, but could be also considered for future improvements.

Project Information:

Project Location: Gainesville, FL

Years Completed

Professional Services: 2019-2021

Services: Topographic Surveying

Cost: \$6,400.00

Project Owner Information:

Owner:

City of Gainesville
Public Works Department

Address:

405 NW 39th Avenue,
Gainesville, FL 32609

Contact:

Brian Singleton

Title:

Public Works Director

E-mail:

singletonbm@cityofgainesville.org

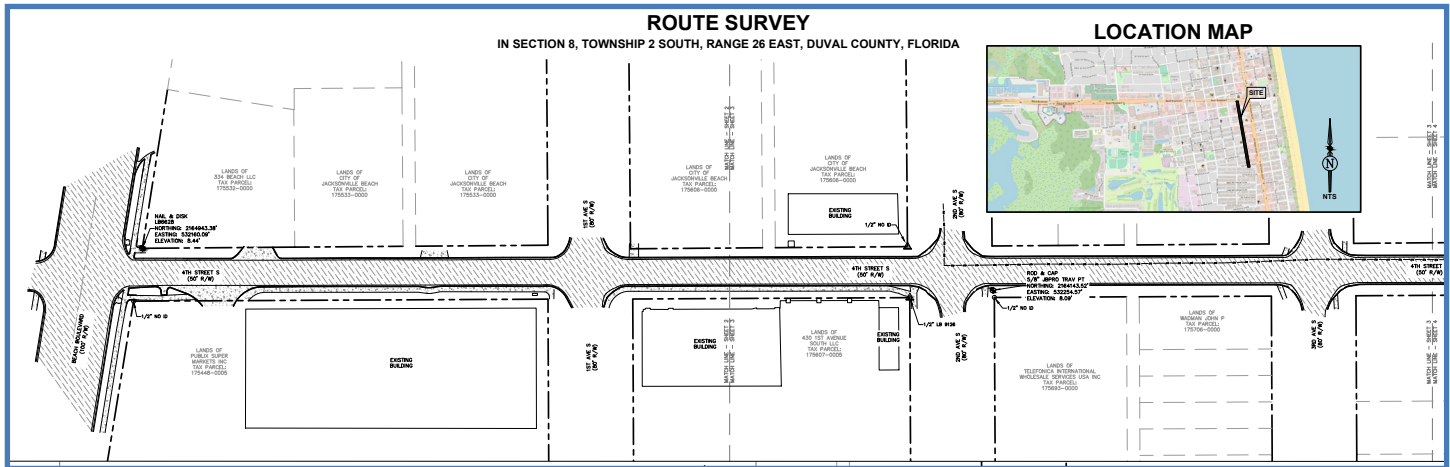
Phone:

(352) 393-8801



Project Highlights

4th St. South Roadway and Drainage Improvements



Description/Relevance: This project involves the reconstruction of the 4th St. S roadway corridor to improve roadway conditions and stormwater collection facilities, addressing the significant flooding concerns due to outdated infrastructure. JBPro is working with the City of Jacksonville Beach Public Works Department to adequately resize the existing pipes and redesign the roadway profile. The Civil Engineering team will perform initial site visits and research to assess the property and identify proposed stormwater issues, and design the storm sewer conveyance system improvements as well as the necessary water and wastewater utility adjustments. JBPro is coordinating with the St. Johns River Water Management District for applicable permitting and is providing Construction Administration services for the bidding portion of the construction phase. This is one of our current major roadway and drainage improvement projects. A topographic survey was performed within the 4th Street S. roadway corridor from Beach Blvd. South to S. 6th Ave. to set the basis for design.

Project Information:

Project Location:

City Of Jacksonville Beach, FL

Years Completed

Professional Services: 2022

Services: Topographic Surveying

Cost: \$21,130.00

Project Owner Information:

Owner:

City of Jacksonville Beach

Address:

11 North Third Street
Jacksonville Beach, FL 32250

Contact:

Kayle Moore, PE

Title:

Project Engineer

E-mail:

kmoore@jaxbchfl.net

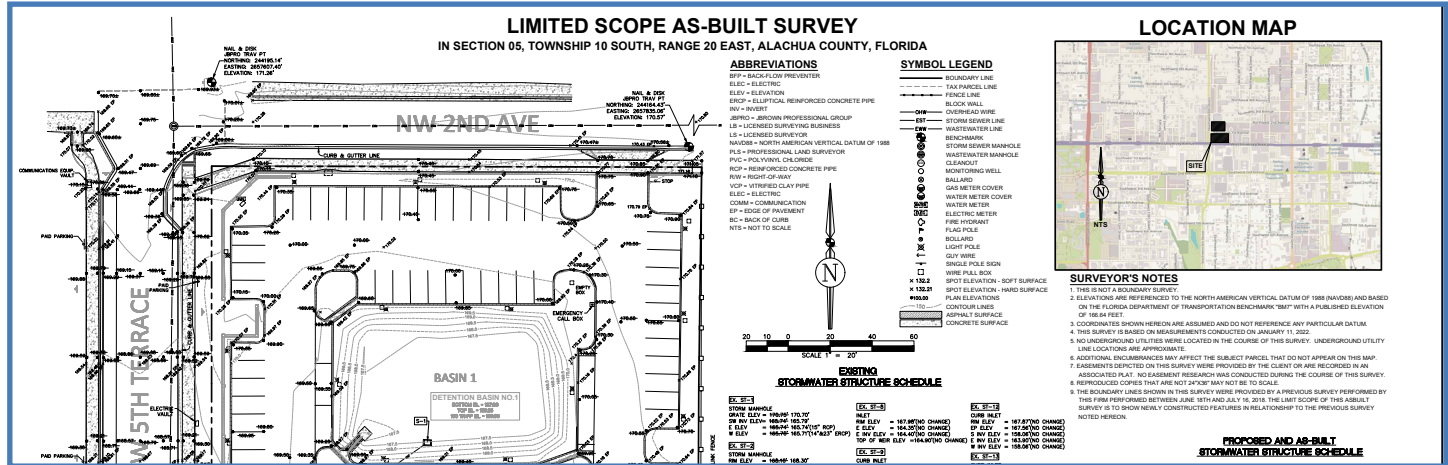
Phone:

(904) 247-6213



Project Highlights

Santa Fe College Blount Center



Description/Relevance: The project consisted of topographic survey that was used as the basis of the design as well as photometric analysis and an as-built surveying of a new building approximately 86,000 SF, located on the northeast corner of NW 6th Street and W. University Ave. This project is a capital improvement educational facility involving virtually all aspects of new construction and re-development of all civil infrastructure systems. It was performed for a stand-alone new facility which occurs within School District capital improvement projects, and involves typical paving, grading, drainage, and utility infrastructure needed for civil engineering continuing services. This was a project done on a bustling student campus in the middle of downtown Gainesville.

Project Information:

Project Location: Gainesville, FL

Years Completed

Professional Services: 2018-2021

Construction: 2022

Services: Topographic & Boundary Surveying, Photometrics, Construction Surveying

Cost: ~\$13,000.00

Project Owner Information:

Owner:

Santa Fe College

Address:

3000 NW 83rd Street
Gainesville, FL 32606

Contact:

Joseph Freedlengton

Title:

Project Manager

E-mail:

freedlengton.joseph@sfcollge.edu

Phone:

(352) 395-5174



REFERENCES

Client #1	City of Gainesville, Public Works Department		
Address	405 NW 39th Avenue		
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E-mail	singletonbm@cityofgainesville.org	Phone:	(352) 393-8801
Date(s) of Service	2019-2021		
Type of Service	Surveying Services for Gainesville Police Department Drainage Improvements Project		
Comments:	JBPro serves the City of Gainesville under an overall continuing contract and serves as the Surveyor of Record for the City's Public Safety Facilities contract.		
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Address	11 North Third Street		
City, State, ZIP	Jacksonville Beach, FL 32250		
Contact Person	Kayle Moore, PE, Project Engineer		
E-mail	kmoore@jaxbchfl.net	Phone:	(904) 247-6213
Date(s) of Service	2022		
Type of Service	Surveying Services for the 4th St. South Roadway and Drainage Improvements		
Comments:			
Client #3	Santa Fe College		
Address	3000 NW 83rd Street		
City, State, ZIP	Gainesville, FL 32606		
Contact Person	Joseph Freedlengton, Project Manager		
E-mail	freedlengton.joseph@sfcollge.edu	Phone:	(352) 395-5174
Date(s) of Service	2018-2022		
Type of Service	Surveying Services for Santa Fe College Blount Center Project		
Comments:			

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Document Pages: 107

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 0

Kathy Williams

AutoNav: Enabled

119 W. Indiana Ave.

Enveloped Stamping: Enabled

DeLand, FL 32720

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kwilliams@volusia.org

IP Address: 74.191.71.218

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Volusia County Purchasing Division

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Troy Wright

troy.wright@jbpro.com

Director of Survey

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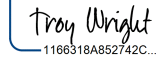
Troy Wright

John.gilreath@jbpro.com

Director Of Survey / VP

Security Level: Email, Account Authentication
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Dona Butler

ddbutter@volusia.org

Director

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To contact us by email send messages to: 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

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