

REQUEST FOR STATEMENT OF QUALIFICATIONS

24-SQ-181KW

CDBG - DR SURVEYING AND MAPPING SERVICES

County of Volusia
123 W. Indiana Ave.
DeLand, FL 32720



RELEASE DATE: July 26, 2024

DEADLINE FOR QUESTIONS: August 14, 2024

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

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/volusia>

County of Volusia
REQUEST FOR STATEMENT OF QUALIFICATIONS
CDBG - DR Surveying and Mapping Services

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A - DRAFT CONTRACT 24-SQ-181KW, CDBG-DR Surveying and Mapping Services

B - Required Types and Limits of Insurance

1. Introduction

1.1. Summary

The County of Volusia Office of Recovery and Resiliency is seeking licensed surveyor firms to submit a Statement of Qualifications to be considered to 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). The Consultant and any Subconsultants shall not be a subsidiary or partner of the county’s CDBG-DR construction implementation firm, Lemoine Disaster Recovery, LLC.

1.2. Background

The County of Volusia Office of Recovery and Resiliency administers funding for affordable housing repair and replacement due to damage from Hurricane Ian. Funds for this program are provided by the U.S. Department of Housing and Urban Development (HUD) including Community Development Block Grant - Disaster Recovery (CDBG-DR). When engaged in such projects, Recovery and Resiliency may require the assistance of professional consultants to provide accurate land surveying and mapping services, and associated scopes of work.

1.3. Contact Information

Kathy Williams

Procurement Manager
123 W. Indiana Avenue
Room 302
DeLand, FL 32720
Email: kwilliams@volusia.org
Phone: [\(386\) 626-6625](tel:(386)626-6625)

Department:
Recovery and Resiliency

1.4. Timeline

Release Project Date	July 26, 2024
Question Submission Deadline	August 14, 2024, 11:59pm
Proposal Submission Deadline	August 22, 2024, 3:01pm

<p>Solicitation Opening Information</p>	<p>August 22, 2024, 3:01pm Microsoft Teams meeting Join on your computer, mobile app or room device https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting Meeting ID: 213 233 692 064 Passcode: gPYNoU Or call in (audio only) +1 386-456-3387,,628672925# United States, Daytona Beach Phone Conference ID: 628 672 925#</p>
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2. Purpose and Overview

2.1. Purpose and Overview

The purpose of this request for statement of qualifications (RSQ) is to select the most highly qualified firm(s) to provide the requested services. It is anticipated that one (1) firm or multiple firms will be awarded a basic contract to provide the necessary services for a period of three (3) years exercisable at the option of the County. Two, one-year renewals may be allowable exercisable at the option of the County and as approved by the Volusia County Council and mutually agreed upon.

Authorization for performance of services by the selected firm(s) under the basic contract shall be in the form of written task assignments signed by the firm, executed and issued by the County. Each project shall be negotiated at the time of the development of the scope of work. Each task assignment shall describe the services required, state the commencement and completion date of work and establish the amount and method of payment. The task assignment will be issued under, and incorporate the terms of the basic contract. The County makes no covenant or promise as to the number of available projects or that the firm will perform any project for the County during the life of the basic contract. The basic contract does not authorize the performance of any work or require the County to place orders for work. Expiration of the term of the basic contract will have no effect upon task assignments issued pursuant to the basic contract and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the task assignment.

This solicitation is made in accordance with the provisions of Chapter 287.055, Laws of Florida, known as the Consultants' Competitive Negotiation Act (CCNA).

3. Terms and Conditions

SPECIAL CONDITIONS

3.1. Qualifications / Certifications

The responding firm shall have a current professional registration certificate from the appropriate governing board. The responding firm must be properly registered at the time of its submittal to practice their profession in the State of Florida.

3.2. Solicitation Closing Date

Solicitation Closing Date

Responses must be received through the County's [eProcurement Portal](#) before 3:01 pm on Thursday, August 22, 2024. Responses received after this time will not be considered.

3.3. Authorized Official

The RSQ submission and all required forms must be submitted by an official authorized to legally bind the Bidder to all solicitation provisions. A Memorandum of Authority may be submitted to document that the individual is authorized to commit the firm to a contract.

3.4. Evaluation Method

The County will appoint a committee consisting of County staff to evaluate the proposals and to make a recommendation to the County Council. The County will be the sole judge of its own best interests, the proposals, and the resulting Contract, if any. The County's decisions will be final. Award will be made to the proposal, which presents the best value to the County based on the entire evaluation process and all the information gathered. The County may require the short-listed firm(s), if applicable, to do an oral presentation or have discussions by the proposed team relative to their specific experience on similar projects. The selection process shall be in accordance to CCNA process.

Note: Respondents are prohibited from contacting any of the committee members, other than the Procurement Analyst prior to the recommendation of award from the committee.

3.5. Presentations by Respondents

1. The County of Volusia, at its sole discretion, may ask individual Respondents to make oral presentations and/or demonstrations without charge to the County.
2. The County reserves the right to require any Respondent to demonstrate to the satisfaction of the County that the Respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the requirements of the RSQ. The demonstration must satisfy the County and the County shall be the sole judge of compliance.
3. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.6. [Payment Terms](#)

1. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
2. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
3. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice. By submitting an offer to the County of Volusia, Florida, the Contractor expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Contractor to the County for any legal obligation between the Respondent and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

3.7. [Proposal Acceptance/Rejection](#)

The County reserves the right to accept or reject any or all proposals received as a result of this RSQ, or to negotiate separately with competing Respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

3.8. [Proposal Acceptance Period](#)

Any Proposal in response to this RSQ shall be valid through 10/31/2024. At the end of this time the proposal may be withdrawn at the written request of the Respondent if no award has been made. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled regardless of the status of the proposal bond. The County reserves the right to request an extension of the proposals if a Contract has not been executed by 10/31/2024.

3.9. [Award Term](#)

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

3.10. [Termination](#)

1. The performance of Work or Services under a 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 a Contract is terminated, and the subsequent date upon which such termination becomes effective.

2. County may terminate a Contract in whole or part for convenience at will or for non-appropriation of funds by County. 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 a Contract, the County may seek the services for the Project from another consultant and no sums shall be due to the Consultant as a result of any work or services that have been performed by the Consultant for the Project.

3. After receipt of a Notice of Termination as set forth in above, and except as otherwise directed by the County, the Consultant shall:

3.1. Stop work under a Contract on the date and to the extent specified in the Notice of Termination.

3.2. 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 a Contract, as it is not terminated.

3.3. Terminate all orders and subcontracts pursuant to this Article to the extent that they relate to the performance of Work or Services terminated by the Notice of Termination.

3.4. 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.

3.5. 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 the Article. 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:

3.5.1. 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,

3.5.2. 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.

4. Consultant shall complete performance of such part of the Work or Services as shall not have been terminated by the Notice of Termination.

5. 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. Subject to the provisions of set forth above, 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 this Article 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.

7. In the event of the failure of the Consultant and the County to agree as provided in Section 6. above upon the whole amount to be paid to the Consultant by reason of the termination of work pursuant to this Article, 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.

7.1. 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.

7.1.1. Notwithstanding Fixed Fee or Price and Guaranteed Maximum-Not-To-Exceed Compensation the total compensation shall include the total of the following:

7.1.1.1. 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. and 7.1. hereof;

7.1.1.2. 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 sub-consultants or Sub-subconsultants prior to the effective date of termination, which amounts shall be included in the costs payable herein; and,

8. A 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 a 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.

9. In the event that there is a partial termination of a Contract by the County or Consultant because of non-appropriation by County, subject to Term of Contract and Contract Price and Compensation, Consultant shall be paid in accordance with terms of this Article, 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 a Contract is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of a 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 Contract Price and Compensation. Consultant and County shall be obligated to continue performance under a Contract for the work or services within the Scope of Work or Services under a Contract which is not the subject of the partial termination by non-appropriation.

10. If termination of a Contract occurs for any reason:

10.1. 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 a Contract or for which County makes payment after termination of a Contract.

11. Except as otherwise provided in a 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.

12. Except as otherwise provided in a Contract, 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.

13. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Term of Contract, Contract Price and Compensation, and this Article, the County shall cause payments to be made to Consultant within forty five (45) days of receipt of invoice. Consultant shall invoice the County for any sums Contractor claims to be owed by County under a 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 forty-five (45) days.

14. 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 forty-five (45) 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.

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

3.11. Sample Contract/Agreement

Attach sample contract here:

3.12. Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions

This Contract and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Consultants shall comply with the applicable sections of Exhibit III, Federal Contract Provisions.

3.13. Compliance with Laws and Regulations:

The Consultant shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Consultant shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Consultant shall indemnify, defend and hold harmless the County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Consultant, its representatives, Subconsultants, professional associates, agents, servants, or employees.

Pursuant to Section 287.05701, Florida Statutes, vendors are hereby notified that:

The County shall not request documentation of or consider a vendors social, political or ideological interests when determining if the vendor is a responsible vendor: and

The County may not give preference to a vendor based on the vendors social, political or ideological interests.

4. General Terms and Conditions

4.1. Submission of Offers

All offers shall be submitted through the County's [eProcurement Portal](#). The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Bidder. Any submittal received after the specified date and time will not be considered. Responses shall be submitted v as directed by the County. Additional information may be submitted with the response. No offer may be modified after acceptance.

4.2. Respondent's Responsibility

The Respondent, by submitting a Proposal, represents that:

1. The Respondent has read and understands the solicitation in its entirety and that the Proposal is made in accordance therewith;
2. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
3. The Respondent has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Contract and to verify any representations made by the County of Volusia, Florida, upon which the Respondent will rely. If the Respondent receives an award because of its Submittal, failure to have made such investigations and examinations will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the Contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief; and,
4. The Respondent will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

4.3. Execution of Offer

Offer shall contain a signature in the space(s) provided of a representative authorized to legally bind the Respondent to the provisions therein. All spaces requesting information from the Respondent or asking a question of the Respondent shall be completed.

4.4. Opening

Pursuant to Section 119.071, Florida Statutes, Bids or proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to the County's [eProcurement Portal](#) for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply. Bid openings and Public meetings may

be attended either in person or remotely. Bid openings may be accessed remotely as described in the introduction time line section of this solicitation In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, 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 (2) 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), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf. Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

4.5. 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 Contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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:

1. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
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.
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 or termination of the Contract if the Contractor does not transfer the records to the County.
4. Upon completion or termination 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 or termination 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 or termination 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. 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 Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

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. 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 attorney's 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.

4.6. Clarification/Correction of Entry/Minor Irregularities

The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES. The County reserves the right to waive minor irregularities in Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Respondent an advantage or benefit not enjoyed by other Respondents.

4.7. Revisions, Addenda, Questions & Answers:

1. It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. The posting of answers through the County's [eProcurement Portal](#) is the only official methods by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any Section of this RSQ shall be directed through the question and answer section of the County's eProcurement Portal.
2. If it becomes necessary for the County to revise or clarify any part of this RSQ the solicitation will be updated on the County's eProcurement Portal by one of the following methods: the posting of answers to questions received; the revision of solicitation language/documentation. It is each Bidder's responsibility to check the County's eProcurement Portal for any posted answers, and/or solicitation changes. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this RSQ before submitting their proposal. By submitting a response, Respondents acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing time.
3. Each answer issued by the County shall become a material part of this solicitation. Answers posted by the County, and/or changes made to the solicitation shall become a material part of this solicitation.

4. Questions and exceptions shall be submitted before 11:59 pm on Wednesday, August 14, 2024. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

4.8. Incurred Expenses

This RSQ does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Respondent in preparing and submitting a reply, or any cost or expense incurred by any Respondent prior to the execution of a Contract/Agreement.

4.9. Disadvantaged Businesses

The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

4.10. Additional Terms & Conditions

The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the solicitation specifications.

4.11. Taxes

County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85- 8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

4.12. Payment Terms

Unless otherwise stated in the Special Conditions, the County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74

4.13. Silence of Specifications

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

4.14. Assignment

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, requiring the Consultant or

his/her proposed successor in interest to post 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 shall 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); however, payment of such fee shall not entitle the Consultant to the County's acceptance or approval of its request for assignment.

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 a written and duly executed amendment to the Contract.

4.15. Disclosure of Proposal Content

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Solicitation. Selection or rejection of any Submittal does not affect this right. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

4.16. Limitation of Liability/Indemnification

Indemnification.

The Consultant shall indemnify, defend, and hold harmless the County 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 and the State of Florida, including its officers and employees, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant or its subcontractors, agents, employees, or any persons employed or utilized by the Consultant in the performance of the Consultant's obligations or services under this Contract. Such obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exhaust as to a party or person describe in this Contract.

In all claims against the 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, or subconsultants.

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 shall indemnify, defend and hold harmless the Florida Department of Emergency Management, its employees and/or their contractors (FDEM) and the government of the United States, its employees and/or their contractors (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.

In all claims against FDEM or US, 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, or subconsultants.

4.17. Sovereign Immunity

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.

4.18. Compliance with Federal E-Verify Regulations

Consultant covenants and agrees to the following provisions, as required by law:

A. If and to the extent the Contract 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 Contract as if fully set forth herein.

B. 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 Contract and thereafter during the remaining term of the Contract.

C. 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 Contract or the subcontract, whichever is longer. Consultant shall provide a copy of such affidavit to the County before the Subcontractor begins any work associated with the Contract. If the County has a good faith belief that a subconsultant knowingly violated the requirements set forth in this Section 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 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 Contract.

D. If the County has a good faith belief Consultant has knowingly violated, or if Consultant is found to have violated, this Section; 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 contractors to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this Contract 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 Contract immediately and without penalty and such termination shall not be or be considered a breach of this Contract; and (iv) Consultant shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Consultant acknowledges and understands that if the County terminates this Contract in accordance with this Section, Consultant shall be ineligible for award of a public contract for at least 1 year after the date on which the Contract was terminated.

4.19. Public Entity Crimes

Pursuant to paragraph 287.133(2)(a), 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

By entering into this Contract/Agreement, the Consultant represents and warrants that it is not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes. The Consultant further represents and warrants that its subcontractors and implementer, if any, are not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes.

4.20. Use of County Logo

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display County's Intellectual Property on Bidder's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Bidder in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

4.21. Award

The County reserves the right to award the Contract to the Respondent(s) that the County deems to offer the most responsive and responsible Proposal(s), as defined in this solicitation. In addition, the County has the sole discretion and reserves the right to cancel this solicitation, to reject any/all

Proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting / rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the solicitation.

4.22. Other Agencies

All Consultants awarded Contracts from this Solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Consultant(s).

4.23. Licenses, Certificates, and Permits

1. The County reserves the right to require proof that the Respondent is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, Division of Corporations' Sunbiz at www.sunbiz.org, AND;
2. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.
3. If a license is required, the Respondent shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Bidder shall also verify that his/her subconsultants are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.
4. At time of submittal, Consultant shall hold the required licensure to be the prime Consultant for all work to be performed under the resulting Agreement. If Consultant proposes to use a Subconsultant perform any work under the resulting Contract such sub-consultant shall, at the time of submittal, hold the required licensure for all work to be performed under the resulting Contract as a subconsultant and shall maintain such license(s) in full force and effect during the term of the resulting Contract. All licenses and permits required to perform Consultant's duties under the resulting Contract whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Consultant's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Contract.

4.24. 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 submit the certification form. 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.

4.25. Debarment: Purpose and Intent

The County endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County's policies and procedures in regards to DEBARMENT may be found at <https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf>

4.26. Confidential Information and Infringement

1. Confidential Information and/or Trade Secret do not include the following:
 - 1.1. Information already known or independently developed the party in possession; or
 - 1.2. Information in the public domain through no wrongful act of the party in possession; or
 - 1.3. Information received by the party in possession from a third party who was free to disclose it; or
 - 1.4. Information regularly disclosed to third parties without restriction on disclosure; or
 - 1.5. Information required to be disclosed by law or an order of a court of competent jurisdiction.

2. Confidential Information and Infringement. 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 Contract. Said license includes software owned by Consultant which is furnished under a Contract, 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).

3. 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.

3.1. 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:

3.1.1. 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

3.1.2. 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

3.1.3. Promptly procure the right for the County to continue to use the Licensed Applications and/or Sublicensed Applications without modification; and

3.1.4. Unless otherwise agreed by the parties, promptly shall mean for the purposes of this Section 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.

4. 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 a Contract, Consultant shall be in material default of a Contract and subject to Termination.

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

5.1. 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 a Contract and grant County a perpetual license; and

5.2. 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 a Contract violates or is protected by right, title, interest or similar right of any third person or entity.

4.27. Payment of Consultant's sub-consultants or Sub-subconsultants

Consultant shall save and hold the County harmless from any and all claims or actions by Consultant's sub-consultants or Sub subconsultants for payment of monies such sub-consultant or Sub-subconsultant claims to be owed by Consultant for Work performed under a Contract. Nothing in a Contract shall create any obligation on the part of the County to pay directly to any sub-consultants or Sub subconsultants of Consultant any monies due to such sub-consultant or Sub-subconsultant or claims of a sub-consultant or Sub subconsultants for amounts owed by Consultant to sub-consultant or Sub-subconsultant for Work performed under a Contract.

4.28. Claim Damages

If Consultant should become entitled to claim damages against the County for breach of contract arising from a Contract, County will be liable only for the amount of Consultant's actual direct damages up to the amount of a Contract that is the subject of the claim. In no event shall either Party be liable to the other for any incidental, indirect, special, punitive or consequential damages even if the Party knew or should have known about the possibility of such damages for violations of any provision of a Contract.

4.29. Concerning Sub-Consultants and Sub-Subconsultants:

1. Consultant shall not employ any sub-consultant, or Sub-subconsultant other person or organization of against whom the County may have reasonable objection, nor shall Consultant be required to employ any sub-consultant or Sub-subconsultant against whom it has reasonable objection. Consultant shall not make any substitution for any sub-consultant or Sub-subconsultant who has been accepted by the County without the County's approval.

2. County's disapproval or requirement of removal or replacement of Consultant 's employee or sub-consultant or Sub-subconsultant shall be deemed for lawful reasons if in County's reasonable judgment, such Consultant's employee or sub-consultant or Sub subconsultant poses a threat or causes harm to the health, welfare, or safety, or morale of the County or its agencies, personnel or property or who fails any drug test administered in connection with a 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 conditions other than honorable under other than honorable conditions from any of the Armed Forces of the United States.

3. Consultant shall be fully responsible for all negligent acts and omissions of its sub-consultant or Sub-subconsultant 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 sub-consultant or Sub-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 sub-consultant or Sub-subconsultant, except as may otherwise be required by law. County may furnish to any sub-consultant or Sub-subconsultant to the extent practicable, evidence of amounts paid to Consultant on account of specific work done in accordance with the schedule of values.

4. Consultant agrees to bind specifically every sub-consultant to the applicable terms and conditions of the Contract Documents and the terms and conditions of Definitions, Order of Precedence, Scope of Work and Local Government Policies of a Contract for the benefit of the County.

5. The Consultant shall require all sub-consultants or Sub-subconsultants or outside associates employed in connection with the performance of a Contract to comply fully with the terms and conditions of a Contract between the County and the Consultant.

6. Any sub-consultants or Sub-subconsultants 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 the Project assigned under a Contract. Any substitution of such, sub-consultants, Sub-subconsultants or associates will be subject to the prior written approval of the County Project Manager.

4.30. [Authorization for Services](#)

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 a continuing services contract. The County reserves the right to contract with other parties for the services contemplated by a Contract as determined in the County's sole and absolute discretion.

2. A continuing services 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 a continuing services 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. Certifications for Completed Work. Consultant shall sign and seal (hereinafter "Certification") all completed Work under a Contract or 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 sub-consultants or Sub-subconsultants or agents of any liability for any defects, omissions or errors in the Deliverables of completed Work until such work is certified by Consultant.

4.31. [Post-Proposal Discussions with Respondents](#)

It is the County's intent to award a Contract(s) to the Respondent(s) deemed most qualified and advantageous to the County in accordance with the evaluation criteria specified in this solicitation. The County reserves the right, however, to conduct post-closing discussions with any Respondent who has a realistic possibility of Contract award including, but not limited to, requests for additional information and competitive negotiations.

4.32. Laws and Regulations

Consultant shall perform its obligations hereunder in accordance with all applicable federal, state, local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. Consultant shall indemnify, defend, and hold harmless the County and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by Contractor, its representatives, subcontractors, professional associates, agents, servants or employees. Additionally, Consultant shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Agreement 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.

At time of submittal, Consultants must hold the required licensure to be the prime Consultant for all work to be performed under this solicitation. If any Consultant proposes to use a sub-consultant to perform any work under this solicitation, such sub-consultant shall, at the time of submittal, hold the required licensure for all work to be performed under this Contract as a Subconsultant and shall maintain such license(s) in full force and effect during the term of the awarded Contract. All licenses and permits required to perform Consultant's duties under this solicitation, whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at each Consultant's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the awarded Contract.

4.33. Internet/Web Services

For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor 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 Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products.

4.34. Records and Rights to Audit

County shall have the right to audit the books, records, and accounts of Consultant and its Subconsultants that are related to the resulting 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 resulting 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 the 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, Audits will be subject to applicable privacy and confidentiality laws and regulations and Consultant's privacy and confidentiality policies and procedures.

4.35. Changes in Scope of Services/Work

1. The County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the awarded Contract. No claims may be made by the Consultant that the scope of the project or of the Consultant's services has been changed, requiring changes to the amount of compensation to the Consultant or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment or change order to the Contract signed by the County Representative, County's Director of Purchasing and Contracts, and the Consultant.
2. If the Consultant believes that any particular work is not within the Statement of Work of the Contract, is a material change, or will otherwise require more compensation to the Consultant, the Consultant must immediately notify the County's Representative in writing of this belief. If the County's Representative believes that the particular work is within the scope of the Contract as written, the Consultant will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Statement of Work. The Consultant must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
3. The County reserves the right to negotiate with the awarded Consultant(s) without completing the competitive solicitation process for materials, products, and/or services similar in nature to those specified within this solicitation for which requirements were not known when the solicitation was released.

4.36. Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the Contract as the result of changes in law and/or Ordinances of Volusia County to impose new rules and regulations on the Contractor under the Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give the Consultant notice of any proposed change and an opportunity to be heard concerning those matters. The Statement of Work and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Consultant. In the event any future change in Federal, State, or County law or the Ordinances of Volusia County materially alters

the obligations of the Consultant, or the benefits to the County, then the Contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Consultant, then the Consultant or the County shall be entitled to an adjustment in the rates and charges established under the Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The County and Consultant agree to enter into good faith negotiations regarding modifications to the Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Contract, the County and the Consultant shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Consultant directly and demonstrably due to any modification in the Contract under this clause.

4.37. Safety

The Consultant shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Consultant shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Consultant shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Consultant, Subconsultant, or supplier's failure to comply with the regulations.

4.38. Right to Require Performance

1. The failure of the County at any time to require performance by the Consultant of any provision hereof shall in no way affect the right of the County thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

2. In the event of failure of the Consultant to deliver services in accordance with the Contract terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

4.39. Force Majeure

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:

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.

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.

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 Change Order pursuant to the terms of the Contract.

4.40. Consultant's Personnel

The Consultant shall be responsible for ensuring that its employees, agents, and Subconsultants comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

By submission of a proposal, each Consultant certifies that it does not and will not, during the performance of the awarded Contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended. During the performance of the Contract, the Consultant shall agree to the following:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Consultant agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant is an Equal Opportunity Employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The Consultant shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each Subconsultant. The Consultant and any Subconsultant shall pay all employees working on the awarded Contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794), as amended. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Consultant or personnel furnished by the Consultant in the course of providing services pursuant to the Consultant, shall be held in confidence and shall not be disclosed by the Consultant or any employee or agents of the Consultant or personnel furnished by the Consultant, without the prior written consent of the County.

4.41. Claim Notice

The Consultant shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Consultant agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Consultant operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida
Human Resources/Risk Management Division
Address: 125 W. New York Avenue, Suite 141
DeLand, Florida 32720
Telephone: 386-736-5963
Fax: 386-822-5006

4.42. County/Consultant Relationship

The County of Volusia reserves the right to award one or more Contracts to provide the required services as deemed to be in the best interest of the County.

Any awarded Consultant shall provide the services required herein strictly under a Contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Consultant the awarded Consultant shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, the Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Consultant shall be responsible for all income tax, FICA, and any other withholdings from its employees or Subconsultant's wages or salaries. Benefits for same shall be the responsibility of the Consultant including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

The independent Consultant shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

4.43. Copyright Clause

All concepts, all footage, all intermediate products, and the final video product shall be considered "works for hire" as defined in the copyright law of the United States, and shall be the exclusive property of the County of Volusia, Florida, and may be used as deemed necessary by the County. Any Contract(s) issued pursuant to this solicitation shall be considered "work for hire" Contracts. All intellectual property rights, including copyrights, belong solely and exclusively to the County of Volusia, Florida, and the County shall have the exclusive rights to use and exploit copyrights and licenses to the extent permitted by the copyright law and Florida statutes.

4.44. Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Consultant cannot disclaim consequential or special damages related to the performance of this Contract. The Consultant shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

4.45. Unusual Costs

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

By checking yes, the Contractor/Proposer acknowledges that information provided in the response is true and correct and agrees to all terms and conditions contained in this solicitation and related exhibits. Contractor/Proposer further agrees and acknowledges that no proprietary or confidential information has been submitted and that the submission of a response is final. Responses may be withdrawn by the Contractor/Proposer prior to the closing/offer date. Following the closing/offer date, Contractor/Proposer understands that a response may not be withdrawn.

4.46. Content of Solicitation/Response

The contents of this RSQ, all terms, conditions, specifications, and requirements included herein and the accepted and any awarded response thereto may be incorporated into an agreement and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this RSQ to bid shall supersede the requirements as specified in the General Terms and Conditions section of this solicitation.

Submission of Offers

The County of Volusia is requesting written proposals for the service detailed within this solicitation. If your company is interested in submitting a proposal to provide this service, please provide the requested information in this RSQ, complete the included forms, and submit these documents via your response through the County's eProcurement Portal by the date and time posted. Proposals received after the posted date and time may not be considered. Proposals shall be submitted through the County's eProcurement Portal.

Do not submit confidential information, proprietary information and/or trade secrets.

4.47. Authorized Signatory

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.

4.48. REVISIONS | ADDENDA | QUESTIONS & ANSWERS

All answers to questions of substance will be publicly published via the County's eProcurement Portal, Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

4.49. Insurance Requirements

Required Types of Insurance

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 associated with this solicitation, 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.

4.50. 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.

4.51. 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.

4.52. Risk Retention Groups and Pools

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

4.53. 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.

4.54. 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. 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.

4.55. 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).

4.56. 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, 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. **The commercial general liability policy shall be provided on a project or location specific basis for the location or project site where the work or services are to be performed under the Agreement. In the alternative, the commercial general liability policy shall be endorsed to provide the designated aggregate per location endorsement or equivalent on a form approved or requested by the County Risk Manager.**

4.57. 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.

4.58. 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.

4.59. Primary and Excess Coverage

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

4.60. Insurance Requirements

A. General Insurance Requirements:

(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.

4.61. 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.

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 Section. 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.

4.62. Proof of Insurance / Hold Harmless Agreement

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.

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

Hold Harmless. Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit the attached Hold Harmless Agreement. This form does not need to be completed if it does not apply to your organization.

4.63. Acknowledgement of Bid Tabulation

All responses accepted by the County of Volusia are subject to the County's Terms and Conditions. Any and all additional Terms and Conditions submitted by respondent(s) are rejected and shall have no force and effect. Bids from the respondent(s) listed on the bid tabulation are the only responses received timely as of the closing date and time. All other responses submitted in response to the solicitation, if any, are rejected as late.

5. Scope of Work

5.1. Scope of Service

The County of Volusia is seeking the services of professional consultants to provide land surveying and mapping services including, but not 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. The County may select firms that offer limited unique services such as plat review, title work research, expert legal witness, or peer review.

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.

5.2. [Qualifications/Certifications](#)

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

6. Evaluation Criteria

Each Proposal submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

1. That all proposal documentation was submitted timely and in conformance with all requirements of the RFP.
2. That the following elements of Contractor’s proposal meet or exceed the requirements of this RFP and cumulatively provide the service and benefits to the County deemed to be in the best interest of the public
3. Scoring (0-5) shall be assigned as follows. Each criteria element will have a weight assigned to calculate total points awarded.
 - 0- Did not submit
 - 1 - Lowest score, did not meet any of the requirements
 - 2 - Next lowest score, did not meet most of the requirements
 - 3 - Average score, met most of the requirements but not all
 - 4 - Above Average, met all requirements
 - 5 - Exceeds Expectations, meets and exceeds the requirements.
4. Pricing elements shall be scored with lowest price/highest revenue receiving 5 points and calculating down from there based on percentage.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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<p>1.</p>	<p>Qualifications of the firm and the employees that will be assigned to the County</p> <ul style="list-style-type: none"> ● Organizational chart including the staff and sub-consultants proposed ● Professional licenses, certifications, titles, accomplishments of staff, credentials, qualifications, and years of experience of the staff for both the prime firm and sub-consultants – include resumes, education, certifications, and similar project experience. ● Previous experience of key project personnel ● Affiliations and memberships of staff. ● Ability of the firm to perform the contract or provide the services detailed in the Scope of Work ● Current and projected workload. <p>The Consultant and any Subconsultants shall not be a subsidiary or partner of the county's CDBG-DR construction implementation firm, Lemoine Disaster Recovery, LLC.</p>	<p>0-5 Points</p>	<p>40 <i>(40% of Total)</i></p>
<p>2.</p>	<p>Experience</p> <p>Experience in providing similar services / references, including timeliness of performance; in order to evaluate past performance, all proposers are required to submit three (3) references illustrating a minimum of five (5) years' relevant service that are the same or similar to the magnitude of this RSQ. For company name and/or ownership changes, appropriate documentation shall be required.</p> <p>Documented familiarity with and Documented projects (with references) which demonstrate proficiency and experience in surveying and mapping services as detailed in the Scope of Work.</p>	<p>0-5 Points</p>	<p>40 <i>(40% of Total)</i></p>

3.	Project Approach Overall project methodology/approach to support the needs and objectives of the project; Quality of performance or previous contracts or services; Whether the firm can perform the contract or provide the service within budget requirements, promptly or within the time specified, without delay or interference; Quality, availability and adaptability of the contractual services to the particular use required.	0-5 Points	20 <i>(20% of Total)</i>
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7. Vendor Questionnaire

7.1. [Termination Language Acceptance *](#)

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

- Yes
- No

*Response required

7.2. [Sample Contract/Agreement receipt*](#)

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

- Yes
- No

*Response required

7.3. [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
- No

*Response required

7.4. [Registration on SAM.gov*](#)

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

- Yes
- No

*Response required

7.5. [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
- No

*Response required

7.6. 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
- No

*Response required

7.7. 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
- No

*Response required

7.8. 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.

*Response required

7.9. 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.

- Yes
- No

*Response required

7.10. 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.

7.11. 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

No

*Response required

7.12. 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

No

*Response required

7.13. 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.

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

*Response required

7.14. Hold Harmless Agreement.

Please download the below documents, complete, and upload.

Only upload if applicable in accordance with Florida Law.

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

7.15. Forms

7.15.1. Proposal Form *

Please download the below documents, complete, and upload.

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

*Response required

7.15.2. W9*

Please attach current W-9 Form.

*Response required

7.15.3. 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 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.

Yes

No

*Response required

7.15.4. Enter explanation of the conflict of interest as indicated above.

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

7.15.5. 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...](#)

*Response required

7.15.6. 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 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
 No

*Response required

*7.15.7. 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
 No

*Response required

7.15.8. Explanation regarding debarment, suspension, ineligibility and voluntary exclusion

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

7.15.9. 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.'

- Yes
- No

*Response required

7.15.10. 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
- No

*Response required

7.16. [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.

7.16.1. [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.

7.16.2. [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..

*Response required

7.16.3. [Experience*](#)

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

*Response required

7.16.4. [Project Approach*](#)

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

*Response required

7.16.5. [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\(499043\)...](#)

*Response required

8. Definitions

8.1. Definitions

Consultant: The person with education and/or experience which uniquely qualifies him or her to perform a specialized service for the County.

Consultant's Services: Those services within the scope of work of this solicitation that are in an advisory nature to support policy development, decision-making, administration, or management of the government; normally provided by persons and/or organizations considered to have prerequisite knowledge or special abilities not generally available in the government.

Contract: The document resulting from this solicitation between the County and the awarded Respondent, including this RSQ, and the awarded Respondent's response along with any written addenda and other written documents, which are expressly incorporated by reference.

Contract Administrator: The Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the Contract. Any changes to the resulting Contract shall be done in writing and authorized by the Director of Purchasing and Contracts.

County: Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida).

County's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director of Purchasing and Contracts for the County of Volusia, Florida.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Proposal: The document submitted by the Consultant in response to a formal solicitation used to determine if the Consultant is highly qualified. **Protest:** See process at www.volusia.org/purchasing.

Respondent: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a Contract with the County for the provision of the services requested in the RSQ.

Respondent's Project Manager: The Project Manager has responsibility for administering this Contract for the Respondent and will be designated prior to execution of the Contract.

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.



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

Between

THE COUNTY OF VOLUSIA

AND

TBD

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 [NAME OF CONSULTANT], duly authorized to conduct business in the State of Florida, whose principal place of business is located at [ADDRESS OF CONSULTANT] (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 [REDACTED]. 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:
County of Volusia Attn: Director of Purchasing and Contracts Address: 123 W. Indiana Ave., Room 302 DeLand, Florida 32720 Phone: (386) 736-5935 Fax: (386) 736-5972	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Room 301 DeLand, Florida 32720 Phone: (386) 736-5950 Fax: (386) 736-5990
In the case of Consultant:	with a copy of legal notices to:
Attn: Address: Phone: E-mail:	Attn: Address: Phone: E-mail:

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 _____ [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:

George Recktenwald
County Manager

Date: _____

COUNTY OF VOLUSIA

BY: _____
Jeffrey S. Brower
County Chair

Date: _____

Attest:

Signature

Print Name

Title

Date: _____

Approved: _____

[NAME OF COMPANY]

BY: _____
Signature

Print Name

Title

Date: _____

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

Exhibit B – Required Types and Limits of Insurance

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

Blackwell & Associates
LAND SURVEYORS, INC

Phone: (386) 734-8050
Fax: (386) 734-7660
Website: blackwellsurveying.com

Office Address
995 West Volusia Avenue
DeLand, Florida 32720

Surveying Central Florida since 1979

Bid Number: RSQ-20-SQ-121SR

**Professional Surveying & Mapping Services
for the County of Volusia, Florida**

**Due: June 4, 2020
3:00 P.M.**

PRESENTED BY:

Blackwell & Associates
LAND SURVEYORS, INC

995 West Volusia Ave

DeLand, FL 32720

386.734.8050

blackwellsurveying.com

1: Qualification Data

2: Project Team

3: Financial Stability

4: Project Approach

5: Projects and References

6: Forms

1: Qualification Data

Blackwell & Associates

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May 29, 2020

Shaira D. Resto, Procurement/Contracts Manager
Purchasing and Contracts Division
123 West Indiana Avenue, Room 302
DeLand, FL 32720-4608
sresto@volusia.org

Request for Statement of Qualifications 20-SQ-121SR to Provide Professional Surveying and Mapping Services for the County of Volusia, Florida

Dear Ms. Resto:

In response to the County of Volusia's recent advertisement for Professional Land Surveying Services, Blackwell & Associates hereby requests consideration for short listing and potential selection for the referenced contract.

As requested in the advertisement, we are submitting our bid via Negometrix and the following information is provided:

- A brief profile of our firm
- The Proposed Project Team
- Representative Projects
- Our Project Approach
- Various requested Documents
- Any Exceptions to the Contract

We thank you for this opportunity to make this presentation and we are confident that with the resources and experience of our staff, we can continue to provide the same quality of professional land surveying services to the County as we have since 1996.

Should you have any questions concerning this submittal or require additional information, please do not hesitate to contact Margaret (Megan) Blackwell, William Lucas or myself at this office. Thank you.

Sincerely,



Robert R. Evers, PSM, Vice President

Blackwell & Associates

LAND SURVEYORS, INC

Phone: (386) 734-8050
Fax: (386) 734-7660
Website: blackwellsurveying.com

Office Address
995 West Volusia Avenue
DeLand, Florida 32720

Surveying Central Florida since 1979

Built on a History of Success

Blackwell & Associates, established in 1979, is a continuation of the firms of Mauney Engineering, Inc and Blackwell-Maylone Land Surveyors. Since that time, Blackwell and Associates has provided Professional Land Surveying services to residential, commercial, and governmental clients in the Central Florida area. Blackwell and Associates is fortunate to hold the largest compilation of historical survey records in Volusia County. These records include surveys dating back to 1886. This collection of records represent the work of generations of surveyors including S.B. Wilson, J.C.M. Valentine, C.A. Mahan, H.K. Martin, C.R. Cobb, W.R. Cover, W.L. Buchan, C.F. Duell, J.R. Mauney and A.W. Steinman.

Guided by Strong Values

Through years of dedicated service our CEO, Ralph Blackwell, has developed a reputation that has helped drive the success of the company. His vision and leadership has been the cornerstone on which the company has gained a sustainable competitive advantage. Our company strives to follow this direction and regards their clients and employees with the utmost dignity.

Driven by Talented People

Whatever the nature of the challenge, whether meeting the changing needs of our customers or the expectations of our shareholders, it is passionate, devoted and empowered people who ultimately make the difference. Blackwell and Associates has developed a team of professional and technically competent employees that are willing and able to meet the surveying needs of our clients. Our firm is fortunate to have two registered Professional Land Surveyors & Mappers on staff. In addition, we strive to maintain an organization of skilled employees to meet the requirements of our clients. Our key personnel include:

Constance F. Blackwell, Owner/CEO
Robert R. Evers, PSM, Vice President
William E. Lucas, PSM, Senior Project Manager
Margaret A. Blackwell, COO
Additional office personnel (4)
Additional field personnel (3)

To these people, we offer challenge, opportunity, and an exciting place to work and grow. We encourage them to lead by example and to commit to the highest standards. At Blackwell and Associates, our success is a direct reflection of our employee's achievements.

Blackwell & Associates

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Website: blackwellsurveying.com

Office Address
995 West Volusia Avenue
DeLand, Florida 32720

Surveying Central Florida since 1979

Focused on Superior Service

Our firm's corporate office is a modern 2,800 square foot facility conveniently located in DeLand, Florida where it is well positioned to service clients located in Volusia, Lake, Flagler, St. Johns, Seminole, and Orange Counties. Our services include, but are not limited to, boundary surveys, construction layout, topographic surveys, special purpose design surveys, road and utility route surveys, legal description generation, and land subdivision. In order to maintain a high level of service, we must rely on precision instruments, data collections systems, and computer software. Our equipment includes:

- 1 - Carlson BRx6+ (North America) Base and Rover
- 2 - Carlson BRx6 Rover
- 2- Carlson RT3 Tablet w/SurvPC, 6.0 TS/Robotic Drive
- 1 - GM-100 Topcon Total Station
- 1 - Sokkia Total Station CX-65C
- 5 – Computers running the following software: Carlson Civil Suite Survey-GIS-Cadnet 2020.

Annual Revenue Figures

2015	2016	2017	2018	2019	2020(projected)
\$0.3M	\$0.4M	\$0.4M	\$0.6M	\$0.8M	\$0.9M



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

BLACKWELL & ASSOCIATES LAND SURVEYORS, INC.

Filing Information

Document Number	623471
FEI/EIN Number	59-1892363
Date Filed	05/31/1979
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	08/20/1982
Event Effective Date	NONE

Principal Address

995 W. VOLUSIA AVE.
DELAND, FL 32720-6686

Changed: 04/17/2001

Mailing Address

995 W. VOLUSIA AVE.
DELAND, FL 32720-6686

Changed: 04/17/2001

Registered Agent Name & Address

EVERS, ROBERT RVP
995 W. VOLUSIA AVE.
DELAND, FL 32720-6686

Name Changed: 04/03/2009

Address Changed: 02/01/2018

Officer/Director Detail

Name & Address

Title PRES

BLACKWELL, CONSTANCE FPRES
609 River Fern Lane

DELAND, FL 32720

Title VP

EVERS, ROBERT EVP
717 B E. Michigan
DELAND, FL 32724

Title COO

BLACKWELL, Margaret A
1525 LANCASHIRE WAY
DELAND, FL 32720

Annual Reports

Report Year	Filed Date
2018	02/01/2018
2019	02/06/2019
2020	01/20/2020

Document Images

01/20/2020 -- ANNUAL REPORT	View image in PDF format
02/06/2019 -- ANNUAL REPORT	View image in PDF format
02/01/2018 -- ANNUAL REPORT	View image in PDF format
01/12/2017 -- ANNUAL REPORT	View image in PDF format
03/28/2016 -- ANNUAL REPORT	View image in PDF format
02/24/2015 -- ANNUAL REPORT	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format
01/02/2013 -- ANNUAL REPORT	View image in PDF format
01/10/2012 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2010 -- ANNUAL REPORT	View image in PDF format
04/03/2009 -- ANNUAL REPORT	View image in PDF format
03/31/2008 -- ANNUAL REPORT	View image in PDF format
04/30/2007 -- ANNUAL REPORT	View image in PDF format
04/28/2006 -- ANNUAL REPORT	View image in PDF format
04/21/2005 -- ANNUAL REPORT	View image in PDF format
01/23/2004 -- ANNUAL REPORT	View image in PDF format
01/30/2003 -- ANNUAL REPORT	View image in PDF format
05/14/2002 -- ANNUAL REPORT	View image in PDF format
04/17/2001 -- ANNUAL REPORT	View image in PDF format
04/03/2000 -- ANNUAL REPORT	View image in PDF format
03/10/1999 -- ANNUAL REPORT	View image in PDF format
03/19/1998 -- ANNUAL REPORT	View image in PDF format
03/17/1997 -- ANNUAL REPORT	View image in PDF format
03/12/1996 -- ANNUAL REPORT	View image in PDF format
03/14/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

2: Project Team

Blackwell & Associates
LAND SURVEYORS, INC

Phone: (386) 734-8050
Fax: (386) 734-7660
Website: blackwellsurveying.com

Office Address
995 West Volusia Avenue
DeLand, Florida 32720

Surveying Central Florida since 1979

Prime Firm Key Staff

Name: Robert R. Evers, PSM, Vice President

Project Assignment: Signing Surveyor, post processing, Field Crew supervision

Years of experience with Prime Firm: 30 years **Total Years experience:** 30 years

Education: Daytona Beach Community College
Completed numerous Certificate courses

Professional Registrations: Professional Surveyor & Mapper 1997

Experience & Qualifications:

Mr. Evers, President and Project Manager, is a Wisconsin native and resident of DeLand. He has been employed by this firm since 1985. Evers attended Daytona Beach Community College and has completed courses in Surveying Engineering Drawing and AutoCADD, and Carlson I. He has completed certificate courses in Writing Legal Descriptions II, Florida Minimum Technical Standards, Surveying Laws and Principles, Suburban Lot Surveying and Court Decisions Affecting Land Surveyors. Evers has a strong background in boundary, topographic and right of way surveying and was certified by the Department of Professional Regulation in January 1997 as a Professional Surveyor and Mapper.

Contact:

Email: revers@blackwellsurveying.com
Phone: 386.734.8050

Blackwell & Associates

LAND SURVEYORS, INC

Phone: (386) 734-8050
Fax: (386) 734-7660
Website: blackwellsurveying.com

Office Address
995 West Volusia Avenue
DeLand, Florida 32720

Surveying Central Florida since 1979

Prime Firm Key Staff

Name: William E. Lucas, PSM, Senior Project Manager

Project Assignment: Signing Surveyor, Field Crew supervision

Years of experience with Prime Firm: 4 years **Total Years Experience:** 37 years

Education: University of Central Florida
Completed numerous Certificate courses

Professional License: Professional Surveyor & Mapper since 1998

Experience & Qualifications:

Mr. Lucas, PSM and our Senior Project Manager, is a Florida native and resident of Lake Helen. He has been employed by this firm since 2016. He has a Bachelor of Science Degree from the University of Central Florida. Mr. Lucas has proven leadership and performance in the construction and surveying of multi-million Dollar construction projects including Orlando International Airport, Universal Studios and various government redevelopment sites. He has also worked to create quality management and cost-effective methods of capital infrastructure improvements such as highways, bridges, shopping centers, churches, entertainment venues, electrical substations and routes, water and waste-water projects.

Contact:

Email: blucas@blackwellsurveying.com
Phone: 386.734.8050

Blackwell and Associates
Land Surveyors, Inc.

Clients

President/CEO
Constance Blackwell

COO
Megan Blackwell

Vice President Operations
Robert R. Evers, PSM

Senior Project Manager
William Lucas, PSM

Field Crew

Autocad

Field Crew

Autocad

3: Financial Stability

Blackwell & Associates
LAND SURVEYORS, INC

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995 West Volusia Avenue
DeLand, Florida 32720

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Financial Stability Statement

The respondent certifies that Blackwell & Associates is financially stable and that they have the necessary resources, human and financial, to provide the level of services required by the County of Volusia.

Robert R Evers

Dated: June 1, 2020

Robert R. Evers, Vice President, Respondent

State of Florida
County of Volusia

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Robert R. Evers, who is personally known to me and known to be the same person described in and who has executed the foregoing instrument.

Witness my hand and official seal in the County and State last foresaid this 1st day of June 2020.

Margaret Blackwell

Notary Public, State of Florida
Printed Name: Margaret Blackwell



4: Project Approach

Blackwell & Associates

LAND SURVEYORS, INC

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Fax: (386) 734-7660
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Office Address
995 West Volusia Avenue
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Surveying Central Florida since 1979

Project Approach

Schedule of Events

A typical project would involve the following elements:

Project Review would entail any conferences with the client, review of available data and the determination of the scope of services.

Preliminary Site Recon by the Project Manager/Field Supervisor would involve reconnaissance of the project site, reviewing scope requirements and preparation of information for the Man-hour Estimate.

The **Man-hour Estimate** would be completed, negotiated with The Client's Project Manager, the lump sum or maximum limiting fee for the project would be determined and submitted for authorization.

The **Project Team** would then be assembled and the field work would commence.

As the **Field Work** progresses, depending upon the tasks being performed, periodic (sometimes daily) **Field Note Review** and/or **Data Collection Analysis** would be performed by assigned personnel, checking for completeness and conformity to the Projects Scope of Services.

At the completion of the Field Work, a licensed **Land Surveyor** would then reduce the Field Notes and perform the necessary calculations and or adjustments to the collected data.

The Data would then be sent to our **Drafting Department** to be drawn for hardcopy and digital formatting.

Once the project has been drawn it will be reviewed by the **Project Manager** assigned to the task for Scope of Services conformity, and then reviewed and signed and sealed by a licensed Land Surveyor and finally invoiced and delivered to the **Client**.

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Coordination

Communication is the key to coordination for any project. Our advantage is our location with regards to our client. Our office location here in Volusia County, located near a major thoroughfare that provides easy coordination and exchange of information between the Client and our firm. Our office is equipped with a state of the art small business server that has been set up with remote office so key personnel can access valuable information wherever they may be, be it client's office or truck. Our field crews are also equipped with cell phones for constant communication.

Quality Control

Quality Control begins with the first project scope meeting. The accuracy and reliability of the materials provided or obtained at that time is very important. Throughout the project the assigned project manager will be checking field notes for completeness and compliance with the Scope of Services. Daily processing of the electronic field data provides an immediate check on the quality and quantity of work performed. Our method of tracking the crew day/man-hour expenditures for the project by comparing the daily time sheets to the weekly progress reports is helpful in determining the percentages of completion for the billing period. And finally, an interoffice peer review is made to assure that all conditions of the Scope of Services have been met.

Additional Data

Blackwell & Associates recognizes that safety is of the utmost importance on all projects. Virtually all work undertaken in this contract will involve exposure to traffic to some degree. Therefore, all field personnel are trained in roadside safety. In fact, the Florida Department of Transportation's safety publication is required reading for all field personnel. All of our vehicles are equipped with safety vests, signs, flags and traffic cones. Whenever possible, methods such as offsetting baselines from the high traffic roadways to less hazardous locations will be used to increase the safety of personnel assigned to the project.

5: Projects and References

Blackwell & Associates

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Representative Projects

Name:	2020 Water Main Project	Completion Date:	03/2020
Owner:	City of DeLand, Florida 1102 S. Garfield Ave. DeLand, FL 32724 386.626.7189	Cost:	\$39.5K

Project Description:

Our firm produced a special purpose survey for Atkins Group for 2020 Water Main Project for the City of DeLand.

Name:	Adelle Avenue Loop Reclaim Water Main Extension	Completion Date:	In Process
Owner:	City of DeLand, Florida 1102 S. Garfield Ave. DeLand, FL 32724 386.626.7189	Cost:	\$42.5K

Project Description:

Our firm is providing a special purpose survey Adelle Ave Loop Reclaim Water Main Extension for Mead & Hunt for the City of Deland.

Name:	Azalea Walk	Completion Date:	05/20
Owner:	Cottage Neighborhoods 200 S. Spring Garden Avenue DeLand, FL 32720 386.738.7000	Cost:	\$16K

Project Description:

Our firm produced Boundary, Topography, Tree Location and Plat for Azalea Walk Subdivision.

Name:	Lake Gleason Plat	Completion Date:	3/20
Owner:	NV Rehab Management P.O. Box 536818 Orlando, FL 32853	Cost:	\$14.5K

Project Description:

Our firm produced a boundary survey and Completed the Subdivision for the Plat

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Representative Projects

Name: Skinner Proposed ROW

Completion Date: 02/20

Owner: City of DeLand
1102 S. Garfield
DeLand, FL 32724
386.626.7189

Cost: \$10.6K

Project Description:

Our firm produced a Special Purpose Survey for Zev Cohen for the City of DeLand for Proposed ROW at the DeLand Airport.

Name: Vineland Preserve

Completion Date: 5/18

Owner: Lake Disston Lands
230 N. Woodland Blvd, Suite 304
DeLand, FL 32724
386.734.1420

Cost: \$13.5K

Project Description:

Our firm produced a boundary and preliminary plat for Vineland Preserve.

Name: Orange City Landfill

Completion Date: Ongoing Since 2008

Owner: Gel Corp
1200 S. Leavitt
Orange City, FL 32774
386.775.5385

Cost: \$20K

Project Description:

Our firm conducts topography and staking for new cells for the landfill.

Name: Bill Keller Park

Completion Date: 2/20

Owner: City of DeBary
16 Columbo Road
DeBary, FL 32713
386.601.0215

Cost: \$1.2K

Project Description:

Our firm produced a Special Purpose Survey Topo and Staking for Proposed Tennis Courts.

15.0 CLIENT REFERENCE FORM

Reference No. 1	Gallery Homes of DeLand, Inc.
Address	200 S. Spring Garden Avenue
City, State, ZIP	DeLand, FL 32720
Contact Person	Bob Fitzsimmons
Telephone & E-mail	386-738-7000 bobfitz@galleryhomesofdeland.com
Date(s) of Service	2008 to Current
Type of Service	New Construction, Subdivisions, Plats
Comments:	Subdivision Development
Reference No. 2	City of DeLand
Address	1102 S. Garfield Avenue
City, State, ZIP	DeLand, FL 32724
Contact Person	Eric Sampson
Telephone & E-mail	386-626-7191 sampson@deland.org
Date(s) of Service	2004 to Current
Type of Service	Special Purpose, Right of Ways, Water Main
Comments:	Current is Water Line Extensions
Reference No. 3	Zev Cohen & Associates
Address	300 Interchange Boulevard, Suite C
City, State, ZIP	Ormond Beach, FL 32174
Contact Person	Randy Hudak
Telephone & E-mail	386-677-2482 rhudak@zevcohen.com
Date(s) of Service	2006 - Current
Type of Service	Special Purpose, boundary, and topographical
Comments:	Currently working with them on City of DeLand Projects

6: Forms

2019/ 2020

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938



Account # 198209010034 Expires: September 30, 2020
Business Location: 995 W VOLUSIA AV

Business Name: BLACKWELL & ASSOCIATES
Owner Name: LAND SURVEYORS INC
Mailing Address: 995 W VOLUSIA AVE
DELAND, FL 32720

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Professional	LS3282	461		\$30.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

DATE PAID: 07/05/2019
RECEIPT #: PT 1-18-0084089
TOTAL TAX: 30.00
PENALTY: 0.00

TOTAL PAID: 30.00



Business Name: BLACKWELL & ASSOCIATES
Owner Name: LAND SURVEYORS INC
Mailing Address: 995 W VOLUSIA AVE
DELAND, FL 32720



Account # 198209010034 Expires: September 30, 2020
Business Location: 995 W VOLUSIA AV

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

2019

2020

City of DeLand

BUSINESS TAX RECEIPT/FIRE PERMIT
120 S. FLORIDA AVE. DELAND, FL 32720
386-626-7008

Blackwell & Assoc. Land Survey
Blackwell & Assoc. Land Survey
995W. Volusia Ave.
DeLand, FL 32720

Customer No. 21312
License No. 1268

SERVICE ADDRESS: 995 W Volusia

DESCRIPTION	FEE
1181 - All Other Professions Surveying	70.00
Total Amount Paid	\$70.00

VALID

October 1, 2019 – September 30, 2020

The City of DeLand MUST be notified in writing if for whatever reason you decide not to operate your business within the city limits of DeLand.



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.: **LS5675**
 Expiration Date February 28, 2021

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

ROBERT R EVERS
 995 W VOLUSIA AVE
 DELAND, FL 32720-6686

Nicole Fried

NICOLE "NIKKI" FRIED
 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.: **LB2791**
 Expiration Date February 28, 2021

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

BLACKWELL & ASSOCIATES LAND SURVEYORS, INC
 995 WEST VOLUSIA AVENUE
 DELAND, FL 32720

Nicole Fried

NICOLE "NIKKI" FRIED
 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.

13.0 HOLD HARMLESS AGREEMENT:

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

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

On ___ day of _____, 20___, the County of Volusia and I or [the above-named business] entered into a contract for _____ (please insert name of contract) (hereinafter "Agreement") which is incorporated by reference herein.

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

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

Page 2 of 2: Hold Harmless Agreement

Officer/Owner: _____ (print name) _____ (signature)
 Employee 1: _____ (print name) _____ (signature)
 Employee 2: _____ (print name) _____ (signature)
 Employee 3: _____ (print name) _____ (signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by

_____, who is/are personally known to me **or** who

has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

14.0 PROOF OF EXEMPTION:



BUSINESS SERVICES REVENUE DIVISION

123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602

PHONE: 386-736-5938 • FAX: 386-822-5729

www.volusia.org/revenue

I certify that the business known as *(business name)* _____, providing _____ services, which is located at *(street address)* _____, *(city)* _____, falls under the business tax exemption described in:

- Florida Statute 205.054
- Florida Statute 205.055
- Florida Statute 205.063
- Florida Statute 205.064
- Florida Statute 205.065
- Florida Statute 205.066

- Florida Statute 205.067
- Florida Statute 205.162
- Florida Statute 205.191
- Florida Statute 205.192
- Florida Statute 205.193
- Florida Statute 205.196

(Authorized Signature)

(Printed Name)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is/are personally known to me **or** who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

Revenue Director/Designee
Not valid without signature

6.0 CONFLICT OF INTEREST DISCLOSURE:

I HEREBY CERTIFY that

1. I, (printed name) Robert R. Evers, am the (title) Vice President and the duly authorized representative of the firm of (Firm Name) Blackwell & Associates whose address is 995 W. Volusia Avenue, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This bid submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

By *Robert R Evers*
(Signature)

Date 6/1/2020

By Robert R. Evers, Vice President
Corporate Officer Name & Title

STATE OF Florida

COUNTY OF Volusia

Sworn to and subscribed before me this 1st day of June, 2020, by Robert R. Evers, who is personally known to me or who has produced _____ as identification.

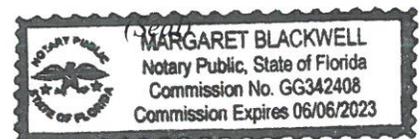
NOTARY PUBLIC – STATE OF Florida

Type or print name: Margaret A. Blackwell

Commission No.: GG342408

Commission Expires: 6/6/2023

Margaret A Blackwell



7.0 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, Blackwell & Associates, 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 *Robert R Evers*
(Signature)

Date 6/1/2020

By Robert R. Evers, Vice President
Corporate Officer Name & Title

STATE OF Florida

COUNTY OF Volusia

Sworn to/affirmed and subscribed before me this 1st day of June, 2020,
by Robert R. Evers, who is personally known to me or who has produced
_____ as identification.

NOTARY PUBLIC – STATE OF Florida

Type or print name: Margaret A. Blackwell

Margaret A Blackwell

Commission No.:

GG342408

Commission

Expires: 6/6/2023



8.0 Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision:

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b): A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a): An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

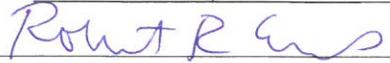
287.134(2)(b): A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

- B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor.
- C. 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.
- D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

Note: Consultant shall complete the "Certification regarding debarment, suspension, and other responsibility matters primary covered transactions (Prime Consultant)" and the "Certification regarding debarment, suspension, ineligibility and voluntary exclusion (Sub-Consultants)."

Name & Title: Robert R. Evers, Vice President

Date: 6/1/2020

Signature: 

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.

1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Blackwell & Associates Land Surveyors, 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"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5	Address (number, street, and apt. or suite no.) See instructions. 995 W. Volusia Avenue	Requester's name and address (optional)
6	City, state, and ZIP code DeLand, FL 32720	
7	List account number(s) here (optional)	

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
5	9	-	1	8	9	2	3	6	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶	Date ▶ <u>4/1/2020</u>
------------------	----------------------------	------------------------

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.

12.0 DRUG-FREE WORK PLACE:

The undersigned firm in accordance with Florida statute 287.087 hereby certifies

that Blackwell & Associates does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Robert R. Evers Vice President
Name and title


Signature

Blackwell & Associates
Firm

995 W. Volusia Avenue
Street address

DeLand, FL 32720
City, State, Zip

6/1/2020
Date

9.0 Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions:

TO BE COMPLETED BY THE PRIME CONSULTANT

- 1) The prospective primary participant (consultant) certifies to the best of its knowledge and belief, that it and its principals (subconsultants and subcontractors):
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this solicitation 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.
 - (c) 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 paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this solicitation had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation.

Robert R. Evers, Vice President
Name and title


Signature

Blackwell & Associates Land Surveyors, Inc.
Firm

995 W. Volusia Avenue
Street address

DeLand, FL 32720
City, State, Zip

June 1, 2020
Date

10.0 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

TO BE COMPLETED BY ALL SUB-CONSULTANTS

1. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three (3) 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.
 - c. 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 paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Name and title

N/A

Signature

N/A

Firm

N/A

Street address

N/A

City, State, Zip

N/A

Date

11.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

I hereby certify that neither the undersigned 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 of one million dollars or more, I hereby certify that neither the undersigned 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 undersigned 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 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.

Name of Respondent: Robert R. Evers

By:  (Authorized Signature)

Title: Vice President

Date: 6/1/2020

Blackwell & Associates

LAND SURVEYORS, INC

Phone: (386) 734-8050
Fax: (386) 734-7660
Website: blackwellsurveying.com

Office Address
995 West Volusia Avenue
DeLand, Florida 32720

Surveying Central Florida since 1979

Exceptions to the Contract

There are no exceptions to the contract at this time.



Robert R. Evers, Vice President



Date



COUNTY OF VOLUSIA
BUSINESS SERVICES DEPARTMENT
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

May 12, 2020

ADDENDUM NO. 1

**RSQ no. 20-SQ-121SR
PROFESSIONAL SURVEYING AND MAPPING SERVICES**

TO: All firms interested in providing the required services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents.

****NOTICE****

Clarifications:

Effective 04/03/2020, Volusia County government offices will be closed to the public. All bids must be submitted via third party (USPS, FedEx, UPS etc.). Any changes to bid submission deadlines will be posted in the form of an addendum. The bid opening will be accessible remotely by the use of the following link:

Join from your computer, tablet or smartphone.
<https://www.gotomeet.me/VolusiaCountyPurchasing>

Access Code: [467-297-821](https://www.gotomeet.me/VolusiaCountyPurchasing)

Questions/Responses:

Question: Is there an evaluation breakdown/point system for this RSQ?

Response: The evaluation criteria is on Section 2.4, page 3. There is no point system for evaluation of request for qualifications.

Question: What weight does D/WBE status hold? The RSQ states it is encouraged but there's no goal given.

Response: There are no weights for D/WBE status.

Question: Is there a local office preference?

Response: Local preference is not required for request for qualifications.

Question: The requirements for Tab 5 read as though the county wants 7 project examples with client references AND an additional 3 client references using form 15 for a total of 8 single sided pages for this section. Can you please clarify?

Response: Tab 5, Similar Projects and References, does not state a quantity of how many projects to include. It does say, "A maximum of eight (8) single-sided pages in this section", plus Section 15.0, Reference form.



COUNTY OF VOLUSIA
BUSINESS SERVICES DEPARTMENT
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

May 15, 2020

ADDENDUM NO. 2

**RSQ no. 20-SQ-121SR
PROFESSIONAL SURVEYING AND MAPPING SERVICES**

TO: All firms interested in providing the required services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents.

****NOTICE****

Questions/Responses:

Question: If a vendor would like to respond only to the request for the optional specialty services of aerial ortho-photography and aerial lidar, can they submit a response to this RSQ?

Response: County is looking for a Firm that can provide all the services stated in the solicitation.

Question: We noticed in section 2.4 Evaluation Criteria that the tabs mentioned here do not correlate with section 4.0 Proposal Requirements. For example: Section 2.4 states - "Professional license, certifications, titles, and accomplishments of staff (Tab 7)" but section 4.0 does not include a Tab 7 and instead asks for licenses/certifications in Tab 6 – Letter C. Can the County confirm which outline should be followed?

Response: It is TAB 6.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 2

A handwritten signature in blue ink, appearing to read "M. Blackwell", is located in the lower right quadrant of the page.

If there are any questions, I can be reached via telephone at (386) 822-5771 or via E-mail: sresto@volusia.org.



COUNTY OF VOLUSIA
BUSINESS SERVICES DEPARTMENT
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

May 19, 2020

ADDENDUM NO. 3

**RSQ no. 20-SQ-121SR
PROFESSIONAL SURVEYING AND MAPPING SERVICES**

TO: All firms interested in providing the required services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents.

****NOTICE****

Clarifications:

The County is in the process of transitioning to a new e-Bid/RFx software powered by Negometrix, which is a **completely free service for all respondents**. Beginning **May 19, 2020 solicitations** will be released electronically through Negometrix in addition to the County website.

Solicitations closing on **June 2, 2020** and beyond **may** be submitted electronically through this online platform, or responses may still be delivered to the County. By using Negometrix, prospective bidders will be provided with all information regarding a bid including addendums and changes to the project requirements.

Registration with Negometrix is free and is required prior to submitting a bid response electronically. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Negometrix Service Desk by calling (724) 888-5294 or by emailing servicedesk.us@negometrix.com

Once your company is registered with Negometrix, you will be able to submit your bid securely, anytime before the bid deadline, at <https://app.negometrix.com/buyer/970> by clicking the PARTICIPATE BUTTON under the solicitation. Bids submitted on Negometrix will remain locked and inaccessible by County purchasing staff until the current bid deadline.

To be notified of future solicitations, register your company at app.negometrix.com.

All other terms and conditions remain unchanged.

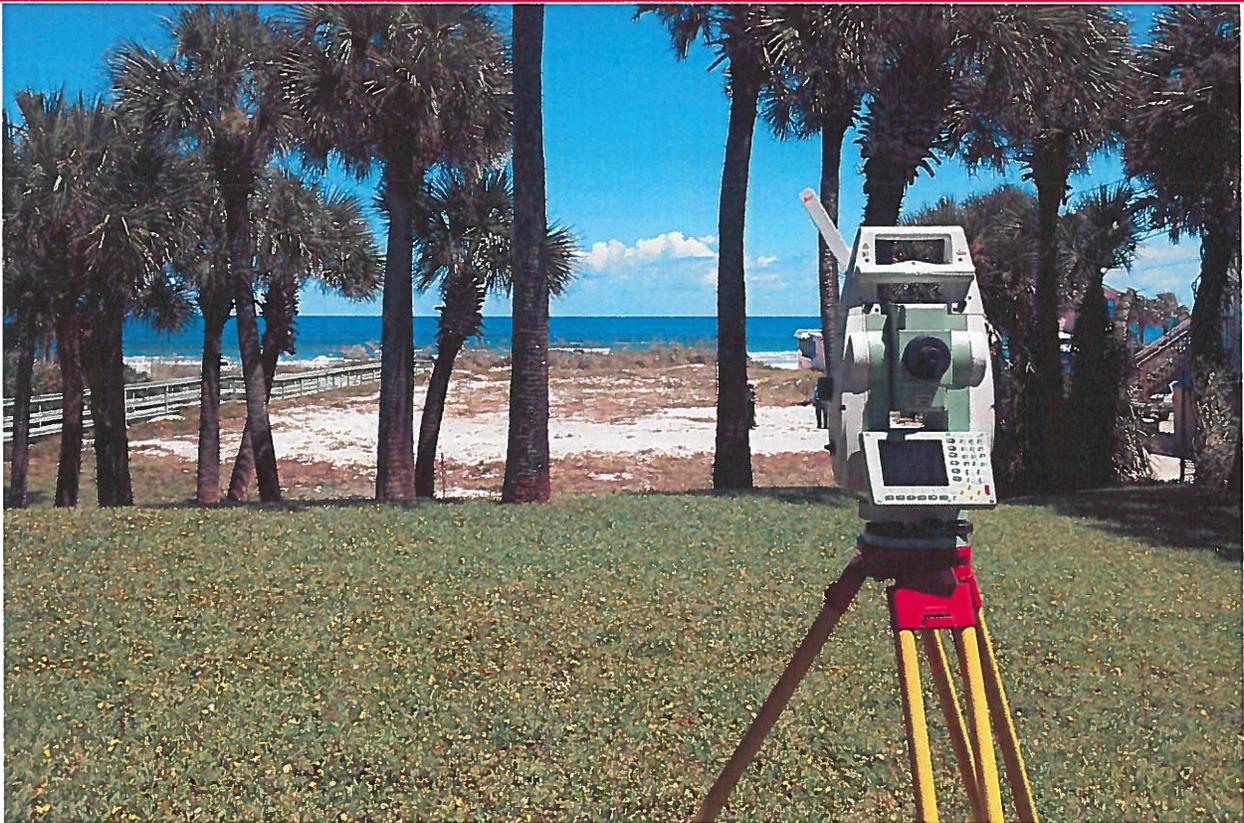
END OF ADDENDUM NO. 3

A handwritten signature in blue ink, appearing to read "M. Blackwell", is written in a cursive style.

COUNTY OF VOLUSIA, FLORIDA

RSQ No. 20-SQ-121SR

**PROFESSIONAL SURVEYING AND
MAPPING SERVICES**



DANIEL W. CORY

SURVEYOR, LLC

**300 CANAL STREET
NEW SMYRNA BEACH, FLORIDA 32168**

(386) 427-9575



June 1, 2020

County of Volusia
Purchasing and Contracts Division
123 West Indiana Avenue, Room 302
DeLand, FL 32720-4608

Re: RSQ No.20-SQ-121SR – Professional Surveying and Mapping Services

Ladies and Gentleman:

On behalf of **Daniel W. Cory Surveyor, LLC**, I would like to thank you for this opportunity to present our Request for Statement of Qualifications (RSQ) to the County of Volusia for Surveying and Mapping Services, and we have assembled the enclosed materials pursuant to your request. The information provided is current and factual. **Daniel W. Cory Surveyor, LLC** is submitting as the prime consultant.

Our firm has been qualified to provide Surveying and Mapping services for (1) the *City of New Smyrna Beach*, (2) the *City of Edgewater* and (3) the *Volusia County School Board*. We look forward to being qualified to continue to provide services for the County of Volusia also.

In closing, **Daniel W. Cory Surveyor, LLC**, can provide the County of Volusia with the experience, expertise, manpower, flexibility and availability required to meeting the goals established for the successful completion of projects assigned. Our firm will provide the County with outstanding and highly personalized customer service. Thank you for your consideration of our firm and we would like an opportunity to be of service.

Respectfully submitted,



Jeffrey W. Cory, PLS
Managing Member

Daniel W. Cory Surveyor, LLC
300 Canal Street
New Smyrna Beach, FL 32168

Phone: (386) 427-9575
Facsimile: (386) 427-1783

e-mail: jeff@corysurveyor.com



June 1, 2020

County of Volusia
Purchasing and Contracts Division
123 West Indiana Avenue, Room 302
Deland, FL 32720-4608

Re: RSQ No.20-SQ-121SR – Professional Surveying and Mapping Services

Ladies and Gentleman:

As an authorized and registered agent of **Daniel W. Cory Surveyor, LLC**, I have approved the assembled, enclosed materials for submittal of this Request for Statement of Qualifications.

Daniel W. Cory Surveyor, LLC is listed on the Florida Department of State, Division of Corporations' Sunbiz report under Document Number L10000127261.

Respectfully,



Jeffrey W. Cory, PLS
Managing Member



Our firm is celebrating 53 years of operation this year. Daniel W. Cory Surveyor, Inc. was established in 1967 with its precursor firm (Claude E. Talley, Surveyor) dating back to 1955. The firm built their office building in downtown New Smyrna Beach (300 Canal Street), FL and has remained at this location since 1972. The firm was reorganized as **Daniel W. Cory Surveyor, LLC** on December 10, 2010 with Jeffrey W. Cory as Managing Member.

Daniel W. Cory Surveyor, LLC operates as an S corporation.

Daniel W. Cory Surveyor, LLC is listed on the Florida Department of State, Division of Corporations' Sunbiz report under Document Number L10000127261.

Daniel W. Cory Surveyor, LLC is owned by Jeffrey W. Cory (100 %).

Daniel W. Cory Surveyor, LLC operates solely in Volusia County, Florida.

Daniel W. Cory Surveyor, LLC presently has one office location with an office staff of four (4) and one (1) field crew. Projected growth would be to add a second field crew once the vacant crew chief position is filled.

Daniel W. Cory Surveyor, LLC has extensive experience working with municipalities and comparable clients, providing Surveying and Mapping services for the Volusia County School Board, City of New Smyrna Beach, Utilities Commission (NSB), the City of Edgewater and the City of Oak Hill.



2020 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L10000127261

Entity Name: DANIEL W. CORY, SURVEYOR, LLC.

Current Principal Place of Business:

300 CANAL STREET
NEW SMYRNA BEACH, FL 32168

Current Mailing Address:

300 CANAL STREET
NEW SMYRNA BEACH, FL 32168

FEI Number: 27-4292131

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORY, JEFFREY W
300 CANAL STREET
NEW SMYRNA BEACH, FL 32168 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

Authorized Person(s) Detail :

Title MGRM
Name CORY, JEFFREY W
Address 300 CANAL STREET
City-State-Zip: NEW SMYRNA BEACH FL 32168

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 a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JEFFREY W CORY

MGRM

05/19/2020

_____ Electronic Signature of Signing Authorized Person(s) Detail

_____ Date

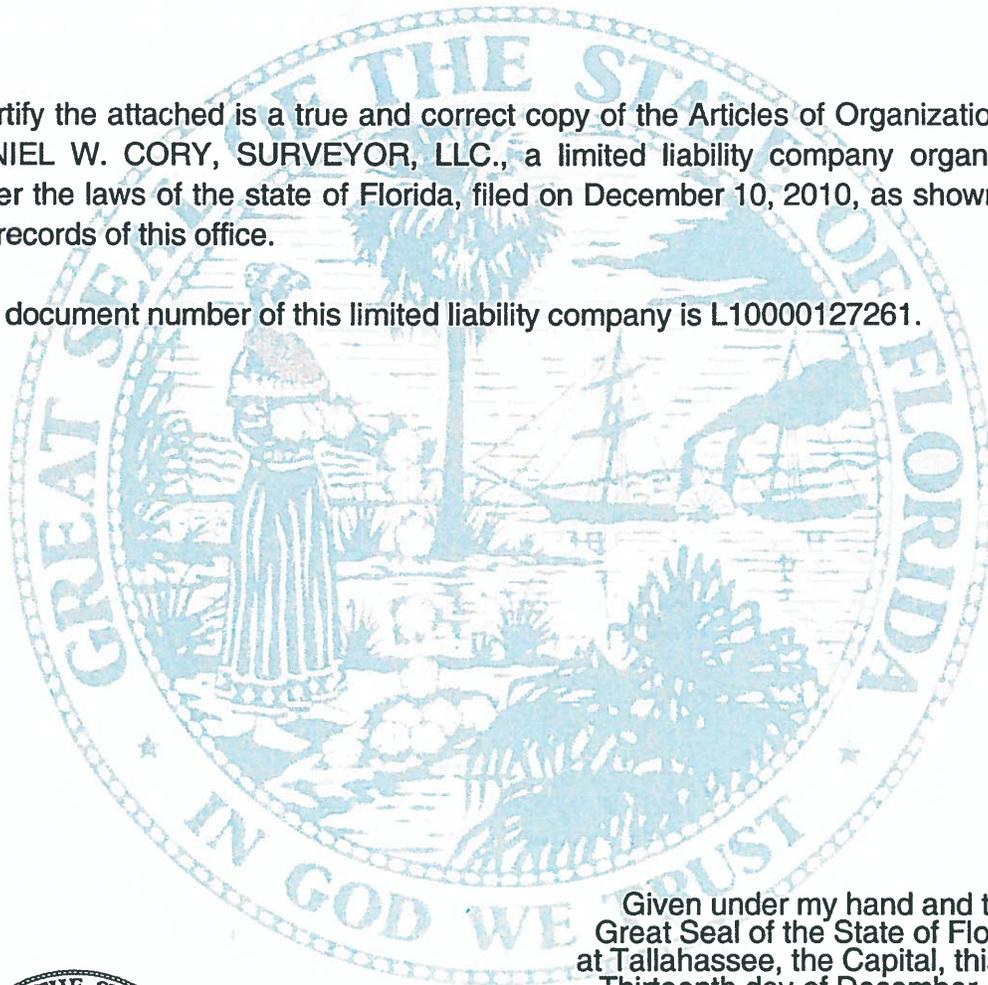
State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Organization of DANIEL W. CORY, SURVEYOR, LLC., a limited liability company organized under the laws of the state of Florida, filed on December 10, 2010, as shown by the records of this office.

The document number of this limited liability company is L10000127261.



Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Thirteenth day of December, 2010



CR2E022 (01-07)

Dawn K. Roberts
Dawn K. Roberts
Secretary of State

Daniel W. Cory Surveyor, LLC - Prime Consultant
(no Sub consultants)

COMPANY PROFILE

Jeffrey W. Cory – Contract Manager
Professional Surveyor and Mapper #4139
45 years experience (all with Daniel W. Cory Surveyor)
35 years licensed
Bachelor of Land Surveying (1983-Honors)
University of Florida, College of Engineering
(resume included in this package)

300 Canal Street
New Smyrna Beach, FL 32168

(386) 427-9575
jeff@corysurveyor.com

Daniel W. Cory – Quality Control & Quality Assurance
Professional Surveyor and Mapper #2027
62 years experience (51 years with Daniel W. Cory Surveyor)
53 years licensed
(resume included in this package)

Other personnel:

Bryant Cory - CAD & Survey Technician, Crew cheif
9 years experience (all with Daniel W. Cory Surveyor)
Bachelor of Engineering Physics, Jacksonville University, 2010

DeAnna Cory - Administrative / Bookkeeper and IT Support

Crew members

(ORGANIZATIONAL CHART ON NEXT PAGE)



ORGANIZATIONAL CHART

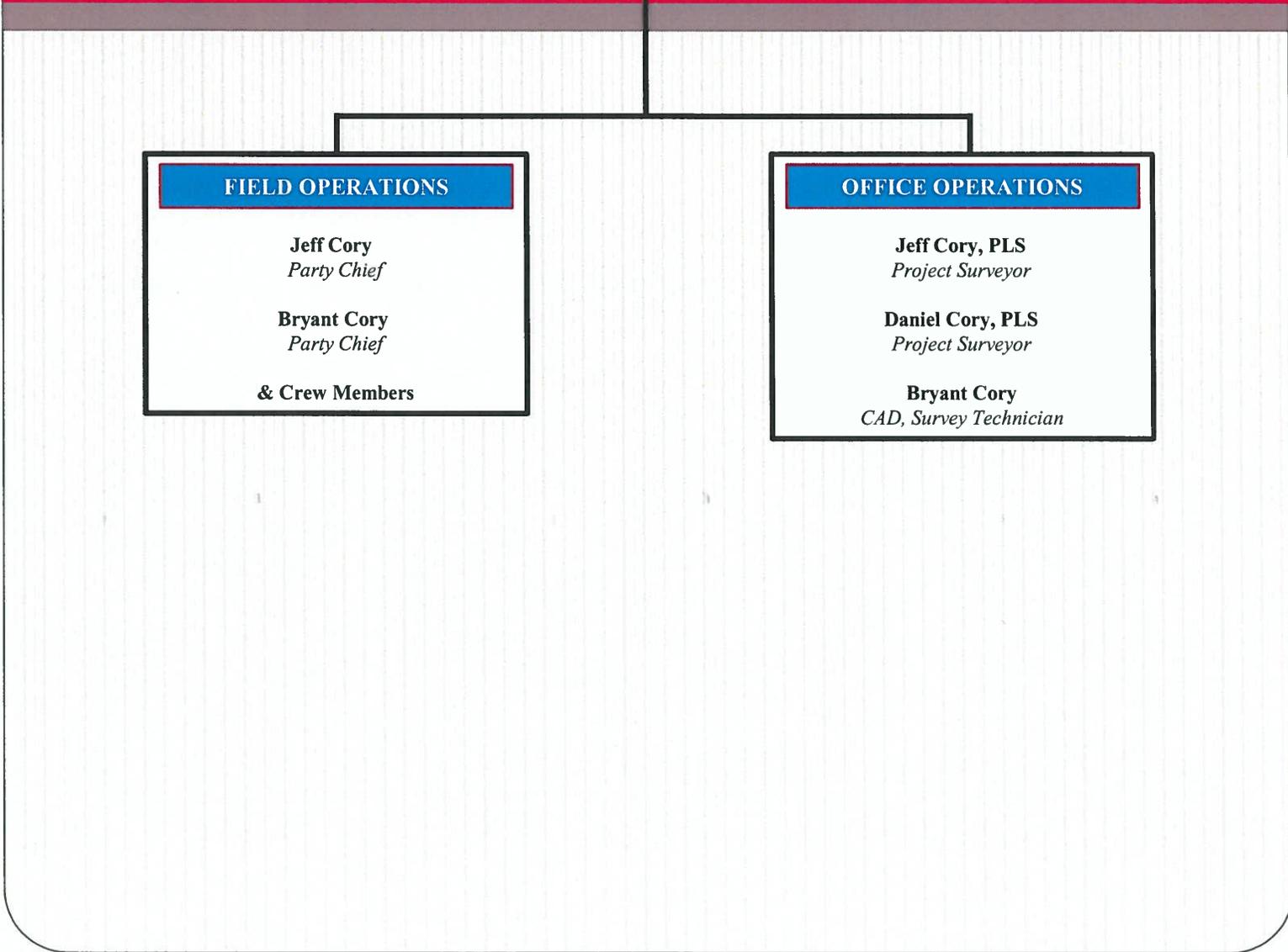
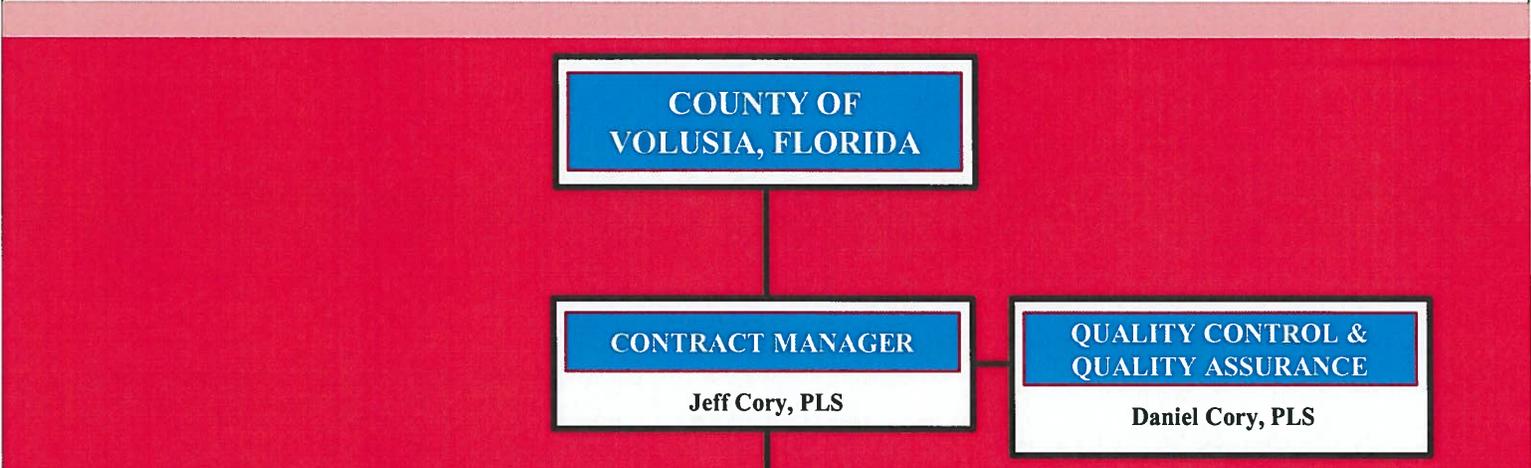
DANIEL W. CORY
SURVEYOR, LLC



300 CANAL STREET
NEW SMYRNA BEACH, FLORIDA 32188



(386) 427-9575



JEFFREY W. CORY
1342 TUMBLIN DRIVE
NEW SMYRNA BEACH, FL 32168
(386) 427-3348

PERSONAL: RESIDENT OF EDGEWATER 1962-1984
RESIDENT OF NEW SMYRNA BEACH 1984-PRESENT

EDUCATION: GRADUATE OF NEW SMYRNA BEACH SENIOR HIGH SCHOOL 1978

GRADUATE OF UNIVERSITY OF FLORIDA, COLLEGE OF ENGINEERING
BACHELOR OF LAND SURVEYING 1983 (HONORS)

BUSINESS & PROFESSIONAL BACKGROUND: MAY 1983 TO PRESENT, EMPLOYED BY DANIEL W. CORY SURVEYOR, LLC

JANUARY 1985
REGISTERED AS PROFESSIONAL SURVEYOR #4139

DECEMBER 2010, PURCHASED BUSINESS

PROFESSIONAL ORGANIZATIONS: FLORIDA SURVEYING AND MAPPING SOCIETY (FSMS)
VOLUSIA COUNTY CHAPTER OF FSMS
PRESIDENT 1992
TREASURER 1988-1991, 1993-PRESENT
NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS

COMMUNITY INVOLVEMENT: CORONADO COMMUNITY UNITED METHODIST CHURCH
TRUSTEES COMMITTEE – SERVED 10 YEARS (2 YEARS AS CHAIRMAN)
NSB MIDDLE SCHOOL SCIENCE FAIR JUDGE (10 YEARS)
RECREATION LEAGUE COACH



DANIEL W. CORY
12 HARRIS CIRCLE
EDGEWATER, FL 32132
(386) 428-6017

PERSONAL: RESIDENT OF EDGEWATER SINCE 1946

EDUCATION: GRADUATE OF NEW SMYRNA BEACH HIGH SCHOOL JUNE 6, 1957
U.S. ARMY ENGINEERING SCHOOL - FT. BELVOIR, VIRGINIA
HOWARD COUNTY COMMUNITY COLLEGE - BIG SPRINGS, TEXAS
CORRESPONDENCE COURSES - U.S. ARMY ENGINEERING SCHOOL
DAYTONA BEACH COMMUNITY COLLEGE

BUSINESS & PROFESSIONAL BACKGROUND AUGUST 1957 TO FEBRUARY 1959 - CLAUDE E. TALLEY SURVEYOR
FEBRUARY 1959 TO DECEMBER 1962 - U.S. AIR FORCE, CIVIL ENGINEERING GROUP
DECEMBER 1962 TO JULY 1967 - CLAUDE E. TALLEY, SURVEYOR

BUSINESS & PROFESSIONAL BACKGROUND CONTINUED:

JULY 1967
REGISTERED AS A STATE OF FLORIDA PROFESSIONAL
LAND SURVEYOR

OCTOBER 1967 PURCHASED BUSINESS FROM CLAUDE E. TALLEY AND CHANGED
BUSINESS NAME TO DANIEL W. CORY SURVEYOR

JANUARY 1972
PURCHASED STANDARD OIL STATION AT THE CORNER OF CANAL STREET AND
LIVE OAK STREET, CONVERTED STATION TO BUSINESS OFFICES

JULY 1978 - INCORPORATED BUSINESS

DECEMBER 2010 – SOLD BUSINESS TO JEFFREY W. CORY

PROFESSIONAL ORGANIZATIONS:

FLORIDA SURVEYING AND MAPPING SOCIETY
DIRECTOR OF VOLUSIA COUNTY CHAPTER OF FLORIDA SURVEYORS AND
MAPPERS
SOUTHEAST VOLUSIA CHAMBER OF COMMERCE

COMMUNITY INVOLVEMENT:

JAYCEES—PAST PRESIDENT AND LIFETIME MEMBER
CHAMBER OF COMMERCE—MEMBER DIRECTOR 1972 & 1976
VOLUSIA COUNTY PLANNING COMMISSION 1975
PARENT TEACHER ASSOCIATION - PAST VICE PRESIDENT
LITTLE LEAGUE COACH
EDGEWATER VOLUNTEER FIRE DEPARTMENT MEMBER 15 YEARS, PAST PRESIDENT
CORONADO COMMUNITY METHODIST CHURCH STAFF PARRISH COMMITTEE MEMBER FOR 2 TERMS
NEW SMYRNA BEACH COMMUNITY REDEVELOPMENT AGENCY ECONOMIC RESTRUCTURING COMMITTEE



Daniel W. Cory Surveyor, LLC is financially stable and has the necessary resources, human and financial, to provide the services at the level required by the County of Volusia. There are no lawsuits in which **Daniel W. Cory Surveyor, LLC** is involved in relative to company contracts or other company business over the last five (5) years. There is no work in which our team failed to complete in accordance with any contract in the last five (5) years. The company does not currently have a Dunn & Bradstreet number.

By



Jeffrey W. Cory

Managing Member

date:

06/01/2020



Project Management Strategy & Quality Control Plan

Effective project control is essential to maintaining project budgets and schedules. Each project requires a management plan designed to specifically address the staffing, monitoring, planning and communications challenges. It also calls for a management plan that deals with the need for well-documented and understandable procedures so that staff can be efficiently managed. Specifically our management plan provides:

- An efficient management system, with clearly defined roles and responsibilities for scope, schedule and budget
- A Project Manager as the primary point-of-contact for the Client
- Quick-turnaround capability, as well as long-term program continuity
- Compliance with schedules and budgets
- Flexibility to respond to changes in scope and direction
- Quality assurance and quality control of all assignments of the contract

A sound management plan with regular progress updates has been the key to our success in bringing projects in on time and within budget. Project Management is recognized as the most important ingredient in accomplishing the mission, objectives and goals of each assignment. The essence of project management is the continual search for greater effectiveness through least costly methods. We will direct each assignment under contract based upon a carefully thought out work plan and schedule to maximize the cost and schedule effectiveness to the County. Our high standards will be maintained through an effective Project Control program that is comprised of the following key elements:

Work Management: Planning project phases and scheduling resources, anticipation of potential problem areas, coordination with overall team, weekly progress meetings, efficient supervision and technical direction of work effort.

Personnel: Qualified personnel assigned to appropriate duties, In-house technical and training programs, technological upgrades balanced by practical applications, regular review of drawings and computations.

Schedules and Budgets: Defined milestones and budgets in advance, established appropriate work plans, job-cost accounting are keys to success for any project along with readily available personnel and a rapid response. **Daniel W. Cory Surveyor, LLC** will draw on its full resources for each project, when and where necessary. We will work together to provide a complete, professional product to the County. Further, we are committed to minimize client difficulties, which will maximize client satisfaction with our services.

Availability: We are a firm committed to the timely and cost-efficient delivery of services. Despite the slowdown in the economy in 2008, we have maintained a solid, multi-discipline workforce. Our endurance in difficult economic times is due to our ability to obtain repeat business from our satisfied, long-term clients. Nevertheless, our workload for the foreseeable future into 2020 is expected to be consistent with the past several years. As such, we are well positioned to commit the staff needed to complete any project assigned above your expectations.

A representative can be on site within hours notice for an emergency field meeting and a field crew can be on site with 24 hours notice or sooner in the case of an urgent situation. We attempt to respond to inquiries on the same day.



PROJECTS

This list of projects demonstrates the diverse services that **Daniel W. Cory Surveyor, LLC** can provide to the County of Volusia. The owner/client address & phone number and the years completed are listed with the client references. The owner/client did not provide the project cost. This list of projects represents the various type of surveying services listed in RSQ no. 20-SQ-121SR.

Central Beach Drainage Project

Location: central beachside (basin) area of New Smyrna Beach
Client: Pegasus Engineering (see Client Reference No. 1)
Description: prepared Topographic Surveys for Drainage Project

Tide Study

Location: Indian River North & Turnbull Bay, New Smyrna Beach
Client: Pegasus Engineering (see Client Reference No. 1)
Description: conducted Tide Study for FEMA mitigation projects

City of New Smyrna Beach Capital Improvements

Location: New Smyrna Beach
Client: City of New Smyrna Beach (see Client Reference No. 2)
Description: Prepared Boundary & Topographic Surveys for Capital Improvement Projects:

- Babe James Center Splash Park
- City Hall Annex
- Sidewalks
- Live Oak Street Senior Center

City of New Smyrna Beach Projects

Location: New Smyrna Beach
Client: City of New Smyrna Beach (see Client Reference No. 2)
Descriptions: Topographic Surveys for Airport parking lots
Prepared Sketch of Description for CRA District
Prepared Sketch of Descriptions for utility easements
Subdivision Plat Reviews

City of Edgewater Projects

Location: Edgewater
Client: City of Edgewater (see Client Reference No. 3)
Descriptions: Topographic Surveys for utilities, sidewalks, parks, access drive
Prepared Sketch of Description for CRA District
Prepared Sketch of Descriptions for utility and drainage easements

Chisholm Elementary School

Location: 557 Ronnoc Lane, New Smyrna Beach

Client: Volusia County Schools (see Client Reference No. 4)

Description: Prepared Boundary Survey and Topographic Survey for school building construction

City of Oak Hill Projects

Location: Oak Hill

Client: City of Oak Hill (see Client Reference No. 5)

Descriptions: prepared Boundary Survey for City Hall parcel
prepared Boundary Survey for "Sunrise Park"
established City Benchmarks

Beach Access (walkovers)

Location: New Smyrna Beach

Client: Dredging & Marine Consultants (see Client Reference No. 6)

Description: Prepared Boundary Survey and Topographic Survey for beach access design at:
9th Avenue, 18th Avenue, Tide Street, Hillsboro Street & Esther Street

Road Improvements

Location: New Smyrna Beach & Oak Hill

Client: Dredging & Marine Consultants (see Client Reference No. 6)

Description: Topographic Surveys for road improvement design (due to hurricane damage) at:
Turtlemound Road, New Smyrna Beach & River Road, Oak Hill

Beach Access (vehicular & walkovers)

Location: New Smyrna Beach

Client: Coastal Tech – G.E.C., Inc. (see Client Reference No. 7)

Description: Prepared Boundary Survey and Topographic Surveys for beach access design at:
14th Avenue, 16th Avenue, 25th Avenue and 27th Avenue

Title work research

Location: Southeast Volusia County

Client: Fidelity National Title Company (see Client Reference No. 8)

Description: Prepared Sketch of Descriptions and provided consulting services to clear up title for miscellaneous parcels on an "as needed" basis.

Wetland Mapping

Location: State Road 44, New Smyrna Beach

Client: Pond & Company, Inc. (see Client Reference No. 9)

Description: Located and mapped 525 wetland flags (4.2 miles of wetland lines) at the Utilities Commission, City of New Smyrna Beach Western Complex parcel.

Reference No. 1	Pegasus Engineering, LLC
Address	301 West State Road 434, Suite 309
City, State, ZIP	Winter Springs, FL 32708
Contact Person	David W. Hamstra, P.E.
Telephone & E-mail	407-992-9160 x309 david@pegasusengineering.net
Date(s) of Service	Nov 2001 to May 2019
Type of Service	Topographic Survey – Central Beachside Area of NSB for Drainage Project Tide Study for FEMA mitigation projects
Comments:	
Reference No. 2	City of New Smyrna Beach
Address	124 Industrial Park Avenue
City, State, ZIP	New Smyrna Beach, FL 32168
Contact Person	Khalid Resheidat, P.E., City Manager
Telephone & E-mail	386-424-2209 kresheidat@cityofnsb.com
Date(s) of Service	2012 to present
Type of Service	Boundary, Topographic, Sketch of Descriptions, Construction Layout, Plat Review, etc. and services needed for Capital Improvement Projects
Comments:	
Reference No. 3	City of Edgewater
Address	P.O. Box 100
City, State, ZIP	Edgewater, FL 32132
Contact Person	Randy J. Coslow, P.E.
Telephone & E-mail	386-424-2400 x4007 rcoslow@CITYOFEDGEWATER.ORG
Date(s) of Service	Nov 2011 to present
Type of Service	Topographic Surveys for: utilities, sidewalks, parks, access drive Sketch of Description for CRA District
Comments:	

Reference No. 4	Volusia County Schools
Address	3570 Olson Drive
City, State, ZIP	Daytona Beach, FL 32124
Contact Person	Janice Lucas, Planning & Construction Services
Telephone & E-mail	386-947-8786 jlucas@volusia.k12.fl.us
Date(s) of Service	1989 to present
Type of Service	Boundary & Topographic Surveys for school projects
Comments:	
Reference No. 5	City of Oak Hill
Address	234 S. US Highway No. 1
City, State, ZIP	Oak Hill, FL 32759
Contact Person	Kohn Evans, City Clerk Administrator
Telephone & E-mail	386-345-3522 evansk@oakhillfl.com
Date(s) of Service	Aug 2012 to June 2018
Type of Service	Boundary Surveys for "City Hall" and "Sunrise Park" Establish City Benchmarks
Comments:	
Reference No. 6	Dredging & Marine Consultants
Address	4643 S. Clyde Morris Blvd., Unit 302
City, State, ZIP	Port Orange, FL 32129
Contact Person	Stephen J. Kuhn, P.E.
Telephone & E-mail	386-304-6505 skuhn@dmces.com
Date(s) of Service	Dec 2017 to Oct 2019
Type of Service	Boundary & Topographic Surveys for beach access and road improvements
Comments:	

Reference No. 7	Coastal Tech – G.E.C., Inc.
Address	3625 20 th Street
City, State, ZIP	Vero Beach, FL 32960
Contact Person	Tem Fontaine, P.E.
Telephone & E-mail	772-562-8580 x17 tfontaine@coastaltechcorp.com
Date(s) of Service	Feb 2018 to Nov 2019
Type of Service	Boundary & Topographic Surveys for beach access projects
Comments:	
Reference No. 8	Fidelity National Title of Florida, Inc.
Address	304 North Causeway
City, State, ZIP	New Smyrna Beach, FL 32169
Contact Person	Judy Reiker
Telephone & E-mail	386-423-3110 Judy.Reiker@fnf.com
Date(s) of Service	Jan 2011 to present
Type of Service	Title Work / deed investigation as needed
Comments:	
Reference No. 9	POND & Company, Inc.
Address	10199 Southside Boulevard, Suite 103
City, State, ZIP	Jacksonville, FL 32256
Contact Person	Orlando Harris, RA LEED PA
Telephone & E-mail	786-370-8405 HarisO@pondco.com
Date(s) of Service	Nov 2019
Type of Service	Wetlands mapping
Comments:	

As Managing Member of **Daniel W. Cory Surveyor, LLC**, I am submitting this Requested for Statement of Qualifications (RSQ) as the representative authorized to bind the firm to a contract. This RSQ is not being submitted as a joint venture.

By: 

Jeffrey W. Cory

Managing Member

date: 06/01/2020



2019/2020

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938



Account # 201109130002 Expires: September 30, 2020
Business Location: 300 CANAL ST

Business Name: DANIEL W. CORY, SURVEYOR, LLC
Owner Name: JEFFREY W. CORY
Mailing Address: 300 CANAL STREET
NEW SMYRNA BEACH, FL 32168

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Business Service State Lic Req	LB 7883	472	6	\$54.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

DO NOT ACCEPT UNLESS THIS DOCUMENT IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PANTOGRAPH AND A MICROPRINT BORDER

EXPIRATION DATE
09/30/2020

City New Smyrna Beach
Business Tax Receipt

Account No. 6455

Annual Fee: \$84.00

Mailing Address:

CORY JEFFREY W
DANIEL W CORY SURVEYOR LLC
300 CANAL ST
NEW SMYRNA BECH, FL 32168

Classification:

PROFESSIONAL & BUSINESS
PROFESSIONAL & BUSINESS \$84.00

Name DANIEL W CORY SURVEYOR LLC
Contact CORY JEFFREY W
Business 300 CANAL STREET
Address NEW SMYRNA BEACH FL 32168



ISSUED BY THE OFFICE OF
THE FINANCE DEPT





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.: **LB7883**
Expiration Date February 28, 2021

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

DANIEL W. CORY, SURVEYOR, LLC
300 CANAL ST
NEW SMYRNA BEACH, FL 32168-7008

Nicole Fried

NICOLE "NIKKI" FRIED
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.: **LS4139**
Expiration Date February 28, 2021

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

JEFFREY WILSON CORY
1342 TUMBLIN DR
NEW SMYRNA BC, FL 32168-7868

Nicole Fried

NICOLE "NIKKI" FRIED
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.: **LS2027**
Expiration Date February 28, 2021

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

DANIEL W CORY
12 HARRIS CIR
EDGEWATER, FL 32141-4216

Nicole Fried

NICOLE "NIKKI" FRIED
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.





DANIWCO-01

CEAL827

CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)
 5/20/2020

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 1117 Thomasville Road Tallahassee, FL 32303	CONTACT PHONE (904) 388-1111		FAX (904) 388-8827
	ADDRESS 11000		
INSURED Daniel W. Cory Surveyor, LLC 300 Canal Street New Smyrna Beach, FL 32188	SUBSIDIARY AFFILIATION COVERAGE		NAIC #
	Insurer a: Hartford Fire Insurance Company		18682
	Insurer b: Market Insurance Company		38970
	Insurer c: Hanover Insurance Company		22282
	Insurer d:		NAIC #
	Insurer e:		NAIC #

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.

ROW	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	Limits
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Multi-Risk Endorsement SECT. AGGREGATE LIMIT APPLIED PER POLICY: <input type="checkbox"/> BODY <input type="checkbox"/> LOG <input type="checkbox"/> OTHER	X	305BWAE4C06	1/1/2020	1/1/2021	BODILY OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED EQUIPMENT (Per occurrence) \$ 1,000,000 MED EXP (per one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> RENTED <input type="checkbox"/> OTHER <input type="checkbox"/> PERSONAL AUTO ONLY <input type="checkbox"/> COMMERCIAL AUTO ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PRODUCTS LIABILITY (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> SECTOR LIAB <input type="checkbox"/> CLAIMS MADE LTD \$ 10,000		305BWAE4C06	1/1/2020	1/1/2021	BODILY OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000
B	PROFESSIONAL COMPENSATION AND EMPLOYERS LIABILITY ANY OCCASIONAL OR PART-TIME EXECUTIVE OFFICERS WITH VOLUNTARY (Waivable in FL) IF PERMANENTLY EMPLOYED DESCRIBE THE OPERATIONS COVERED	Y/N	NAIWC002101209	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> WITH-OUT \$1. EACH ACCIDENT \$ 1,000,000 \$1. DISEASE - EA EMPLOYEE \$ 1,000,000 \$1. DISEASE - PERIOD LIMIT \$ 1,000,000
C	Professional Liab.		LHQAR1442804	1/1/2020	1/1/2021	Per Claim \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCALS / VEHICLES (ADDENDUM, Additional forms like Schedule, may be attached if more space is required)
 Contract No.: 18-50-73 JD
 PC No.: PC-2498
 This certificate holder is listed as an additional insured per written contract or agreement.

CERTIFICATE HOLDER County of Volusia Purchasing and Contracts Division 123 West Indiana Avenue, Room 302 Deland, FL 32720-8808	CANCELLATION 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
---	--



6.0 CONFLICT OF INTEREST DISCLOSURE:

I HEREBY CERTIFY that

- 1. I, (printed name) JEFFREY W. CORY, am the (title) MANAGING MEMBER and the duly authorized representative of the firm of (Firm Name) DANIEL W. CORY SURVIVOR LLC whose address is 300 CANAL ST NSP FL 32108, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
- 2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
- 3. This bid submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

By [Signature]
(Signature)

Date 06/01/2020

By JEFFREY W. CORY MANAGING MEMBER
Corporate Officer Name & Title

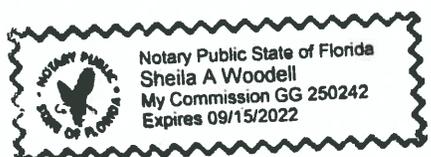
STATE OF Florida
COUNTY OF Volusia

Sworn to and subscribed before me this 1st day of June, 2020, by Jeff W. Cory, who is personally known to me or who has produced _____ as identification.

Sheila A. Woodell
NOTARY PUBLIC - STATE OF Florida

Type or print name:
SHEILA A. WOODELL
Commission No.: GG 250242
Commission Expires: 9-15-2022

(Seal)



7.0 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, DANIEL K. CORY SUPPLY CO LLC, 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]
(Signature)

Date 06/01/2020

By JEFFREY K. CORY MANAGING MEMBER
Corporate Officer Name & Title

STATE OF Florida
COUNTY OF Volusia

Sworn to/affirmed and subscribed before me this 1st day of June, 2020, by Jeff W. Cory, who is personally known to me or who has produced as identification.

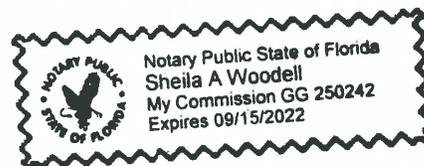
Sheila A. Woodell
NOTARY PUBLIC - STATE OF Florida

Type or print name:
SHEILA A. WOODELL

Commission No.: GG 250242

Commission Expires: 9-15-2022

(Seal)



8.0 Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision:

- A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b): A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

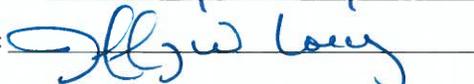
287.134(2)(a): An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

287.134(2)(b): A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

- B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor.
- C. 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.
- D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

Note: Consultant shall complete the "Certification regarding debarment, suspension, and other responsibility matters primary covered transactions (Prime Consultant)" and the "Certification regarding debarment, suspension, ineligibility and voluntary exclusion (Sub-Consultants)."

Name & Title: JEFFREY K. LORY MANAGING MEMBER Date: 06/01/2020

Signature: 

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.

1 Name (as shown on your income tax return, name requested on this site, do not leave this blank)

Daniel W. Cory Surveyor, LLC

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

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

- Individual sole proprietor or single-member LLC
 - Limited liability company. Enter the tax classification (C corporation, S corporation, Partnership) C Corporation
 - S Corporation
 - Partnership
 - Trust/estate
 - Other (see instructions)
- 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.

4 Exemptions (codes apply only to certain entities; see instructions on page 3)

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to income received from the U.S.)

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

300 Canal Street

6 City, state, and ZIP code

New Smyrna Beach

7 List account number(s) (optional)

Requester's name and address (optional)

Part I or type. See Specific instructions on page 3.

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									
2	7	-	4	2	9	2	1	3	1

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 **10/18/2019**

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), a 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 (cancelled 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 may be subject to backup withholding. See What is backup withholding, later.





**COUNTY OF VOLUSIA
BUSINESS SERVICES DEPARTMENT
PURCHASING & CONTRACTS DIVISION**
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

May 12, 2020

ADDENDUM NO. 1

**RSQ no. 20-SQ-121SR
PROFESSIONAL SURVEYING AND MAPPING SERVICES**

TO: All firms interested in providing the required services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents.

****NOTICE****

Clarifications:

Effective 04/03/2020, Volusia County government offices will be closed to the public. All bids must be submitted via third party (USPS, FedEx, UPS etc.). Any changes to bid submission deadlines will be posted in the form of an addendum. The bid opening will be accessible remotely by the use of the following link:

Join from your computer, tablet or smartphone.
<https://www.gotomeet.me/VolusiaCountyPurchasing>

Access Code: 467-297-821

Questions/Responses:

Question: Is there an evaluation breakdown/point system for this RSQ?

Response: The evaluation criteria is on Section 2.4, page 3. There is no point system for evaluation of request for qualifications.

Question: What weight does D/WBE status hold? The RSQ states it is encouraged but there's no goal given.

Response: There are no weights for D/WBE status.

Question: Is there a local office preference?

Response: Local preference is not required for request for qualifications.

Question: The requirements for Tab 5 read as though the county wants 7 project examples with client references AND an additional 3 client references using form 15 for a total of 8 single sided pages for this section. Can you please clarify?

Response: Tab 5, Similar Projects and References, does not state a quantity of how many projects to include. It does say, "A maximum of eight (8) single-sided pages in this section", plus Section 15.0, Reference form.

Question: In the RSQ on page 16, it states "Tab 2 shall not exceed 9 pages, single-sided". The prime consultant may have a maximum of 5 single sided pages and the subconsultants may have 3 single sided pages for this section. If we do not have a subconsultant, would we be permitted to use the full 8 pages for our project team resumes?

Response: Yes.

Question: For Tab 5 Similar projects and references, is the client reference Form 15.0 excluded from the 8 single sided pages?

Response: No, it is part of the 9 pages.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 1

If there are any questions, I can be reached via telephone at (386) 822-5771 or via E-mail: sresto@volusia.org.

Shaira D. Resto

Shaira D. Resto, MBA, CPPB
Procurement-Contracts Manager
Purchasing and Contracts Division

Please sign and return with proposal

Vendor: DANIEL K. GRY SERVICE LLC
Signed by (Name/Position): [Signature] MANAGING MEMBER
Phone No.: 386-427-9575 Date: 06/01/2020

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE



COUNTY OF VOLUSIA
BUSINESS SERVICES DEPARTMENT
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

May 15, 2020

ADDENDUM NO. 2

**RSQ no. 20-SQ-121SR
PROFESSIONAL SURVEYING AND MAPPING SERVICES**

TO: All firms interested in providing the required services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents.

****NOTICE****

Questions/Responses:

Question: If a vendor would like to respond only to the request for the optional specialty services of aerial ortho-photography and aerial lidar, can they submit a response to this RSQ?

Response: County is looking for a Firm that can provide all the services stated in the solicitation.

Question: We noticed in section 2.4 Evaluation Criteria that the tabs mentioned here do not correlate with section 4.0 Proposal Requirements. For example: Section 2.4 states - "Professional license, certifications, titles, and accomplishments of staff (Tab 7)" but section 4.0 does not include a Tab 7 and instead asks for licenses/certifications in Tab 6 – Letter C. Can the County confirm which outline should be followed?

Response: It is TAB 6.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 2

If there are any questions, I can be reached via telephone at (386) 822-5771 or via E-mail: sresto@volusia.org.

Shaira D. Resto

Shaira D. Resto, MBA, CPPB
Procurement-Contracts Manager
Purchasing and Contracts Division

Please sign and return with proposal

Vendor: DANIEL W. LOZY SORUJOP LLC

Signed by (Name/Position): Daniel W. Lozy

Phone No.: 386-427-9575 Date: 06/01/2020

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE



COUNTY OF VOLUSIA
BUSINESS SERVICES DEPARTMENT
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

May 19, 2020

ADDENDUM NO. 3

**RSQ no. 20-SQ-121SR
PROFESSIONAL SURVEYING AND MAPPING SERVICES**

TO: All firms interested in providing the required services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents.

****NOTICE****

Clarifications:

The County is in the process of transitioning to a new e-Bid/RFX software powered by Negometrix, which is a **completely free service for all respondents**. Beginning **May 19, 2020** solicitations will be released electronically through Negometrix in addition to the County website.

Solicitations closing on **June 2, 2020** and beyond may be submitted electronically through this online platform, or responses may still be delivered to the County. By using Negometrix, prospective bidders will be provided with all information regarding a bid including addendums and changes to the project requirements.

Registration with Negometrix is free and is required prior to submitting a bid response electronically. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Negometrix Service Desk by calling (724) 888-5294 or by emailing servicedesk.us@negometrix.com

Once your company is registered with Negometrix, you will be able to submit your bid securely, anytime before the bid deadline, at <https://app.negometrix.com/buyer/970> by clicking the PARTICIPATE BUTTON under the solicitation. Bids submitted on Negometrix will remain locked and inaccessible by County purchasing staff until the current bid deadline.

To be notified of future solicitations, register your company at app.negometrix.com.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 3

If there are any questions, I can be reached via telephone at (386) 822-5771 or via E-mail: sresto@volusia.org.

Shaira D. Resto

Shaira D. Resto, MBA, CPPB
Procurement-Contracts Manager
Purchasing and Contracts Division

Please sign and return with proposal

Vendor: DANIEL W. LOZY SOLUTIONS, LLC
Signed by (Name/Position): *Daniel W. Lozy*
Phone No.: 386-427-9575 Date: 04/01/2020

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE

12.0 DRUG-FREE WORK PLACE:

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

DANIEL K. LORY SURVEYOR LLC does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

JEFFREY K. LORY MANAGING MEMBER
Name and title


Signature

DANIEL K. LORY SURVEYOR LLC
Firm

300 CANAL ST
Street address

NEK STAYRNA BEACH FL 32168
City, State, Zip

06/01/2020
Date

9.0 Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions:

TO BE COMPLETED BY THE PRIME CONSULTANT

- 1) The prospective primary participant (consultant) certifies to the best of its knowledge and belief, that it and its principals (subconsultants and subcontractors):
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this solicitation 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.
 - (c) 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 paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this solicitation had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation.

JEFFREY K. LOZY MANAGING MEMBER
Name and title


Signature

DANIEL K LOZY SURETYOR LLC
Firm

300 CANAL STREET
Street address

NEW SMYRNA BEACH FL 32168
City, State, Zip

06 / 01 / 2020
Date

11.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

I hereby certify that neither the undersigned 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 of one million dollars or more, I hereby certify that neither the undersigned 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 undersigned 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 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.

Name of Respondent: DANIEL K. CORY SURVEYOR LLC

By:  (Authorized Signature)

Title: JEFFREY K. CORY MANAGING MEMBER

Date: 06/01/2020

RSQ #20-SQ-121SR

PROFESSIONAL SURVEY AND MAPPING SERVICES

Volusia County, Florida

JUNE 4, 2020



ORIGINAL

SUBMITTED BY

Dewberry Engineers Inc.
110 West Indiana Avenue, Suite 202
Deland, FL 32720
386.785.0468

SUBMITTED TO

County of Volusia
Purchasing and Contracts Division
123 West Indiana Avenue, Room 302
DeLand, FL 32720-4608

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SECTION 1: Qualification Data



June 4, 2020

County of Volusia
Purchasing and Contracts Division
123 West Indiana Avenue, Room 302
DeLand, FL 32720-4608
Electronic submittal via Negometrix

RE: RSQ #20-SQ-121SR Professional Surveying and Mapping Services for the County of Volusia

Dear Members of the Evaluation Committee,

Thank you for continuing to keep Volusia County moving during these challenging times. Dewberry Engineers Inc. (Dewberry) admire your dedication to the citizens and businesses in our county to be resilient as we move towards recovery. We want to help you in your efforts by being an extension of your staff to provide professional survey and mapping services.

As a full-service surveying, mapping, and geospatial firm, we focus on meeting community needs. Having provided continuing survey and mapping services for Volusia County and numerous other agencies and municipalities throughout Florida. Our team's experience, combined with our commitment to safety and quality control, ensures our clients receive consistent, quality services.

Dewberry has a high level, experienced team with extensive in-house staff available for any given task. Our Surveying and Geospatial Team has over 85 professionals comprised of:

- 9 Professional Surveyor and Mappers
- 15 Survey/Remote Sensing Technicians
- 19 Survey Crews
- 2 Utility/Subsurface Utility Engineering (SUE) crews

Dewberry is a registered vendor with the Florida Department of State Division of Corporations and I am listed as an authorized officer of the firm. Our crews are permanently based in Florida, safety trained and certified in maintenance of traffic (MOT), as well as, ERail Safe and Roadway Protection Training with CSX and Norfolk Southern. In addition, our support network expands to the national level with over 300 employees in our survey and geospatial groups throughout the eastern United States.

We have successfully completed assignments involving standard surveying and mapping practices, including document review, easement descriptions, horizontal and vertical control, design surveys, right-of-way (R/W) control surveys, R/W mapping, R/W monumentation and SUE, as well as, assignments requiring a significant investment in technology, such as mobile and aerial LiDAR, hydrographic channel surveys and beach monitoring.

Thank you for the opportunity to submit our qualifications for this important project. Should you have any questions regarding our proposal, please feel free to give me a call.

Sincerely,



William "Bill" Donley, PSM
Associate Vice President | Project Manager
321.354.9834 | bdonley@dewberry.com

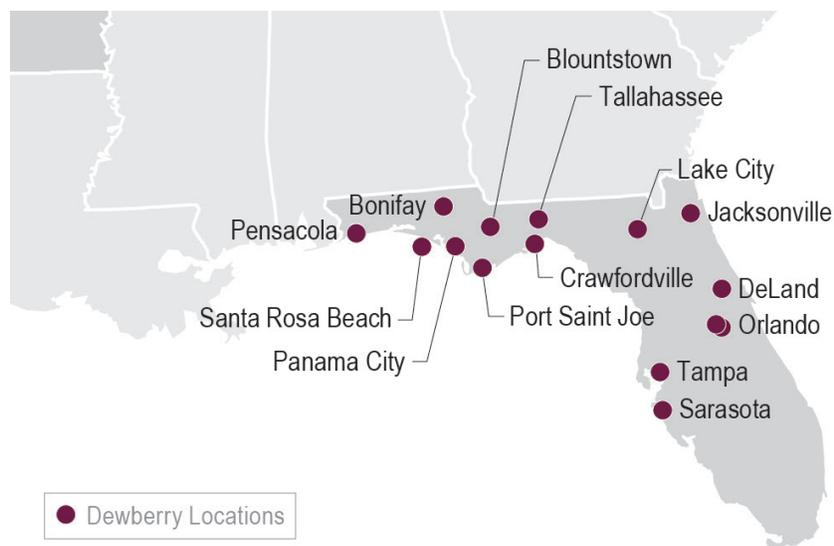
Firm Profile

Dewberry is a nationwide firm of planning, design, and construction professionals. We create responsible and innovative solutions for those who own, operate, and maintain natural and built environments. We value lasting relationships, achieving our clients' visions, and celebrating in their success.

Dewberry has been located in the State of Florida for over 45 years, with 15 offices and over 300 staff statewide. We specialize in transportation engineering, surveying and mapping, site/civil, environmental, utility infrastructure, and land development services.

Dewberry's officers and board of directors are comprised of experienced industry professionals committed to quality, professionalism, and corporate integrity. Per the County's request, please find the corporate organizational structure for Dewberry Engineers Inc to the right.

Dewberry's Deland office will be responsible for this project, with support from our Jacksonville, Tampa, and Orlando offices. We offer vast resources to Volusia County, which allows us to efficiently handle every assignment under this project and ensure our team has the availability to manage each task.



 **315**
feet

 **4**
minutes

 **300+**
Florida
Professionals

Florida Department of State, Division of Corporations' Sunbiz Report

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



DIVISION of CORPORATIONS
an official State of Florida website

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name	Title D, EVP	Title Asst. Secretary
Foreign Profit Corporation DEWBERRY ENGINEERS INC.	STONE, DONALD E, JR 8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031	Kline, Laura 520 S. Magnolia Avenue Orlando, FL 32801
<u>Filing Information</u>		
Document Number	F00000007242	
FEI/EIN Number	13-0746510	Title Executive Vice President
Date Filed	12/26/2000	Title VP
State	NY	Pleasant, Dan M
Status	ACTIVE	8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031
Last Event	AMENDMENT	Wilson, Clifford 8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031
Event Date Filed	04/19/2013	Title Assistant Vice President
Event Effective Date	NONE	Title Treasurer
<u>Principal Address</u>	Hasson, Larry 551 Piney Forest Road Danville, VA 24540	Chen, Xiaojing 8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031
8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031		
Changed: 04/27/2012	Title President, Director, CEO	Title Executive Vice President
<u>Mailing Address</u>	Conner, Darren R. 8401 Arlington Boulevard Fairfax, VA 22031	Maxwell, David S. 4805 Lake Brook Drive Suite 200 Glen Allen, VA 23060
8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031		
Changed: 04/27/2012	Title VP	
<u>Registered Agent Name & Address</u>	Knudsen, Kevin 800 N. MAGNOLIA AVE Orlando, FL 32803	Title ASSISTANT SECRETARY
CORPORATION SERVICE COMPANY 1201 HAYS STREET TALLAHASSEE, FL 32301		VUCCI, SARAH 8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031
Name Changed: 05/13/2005	Title Associate VP	
Address Changed: 05/13/2005 <u>Officer/</u>	Hammack, Donald 800 N. Magnolia Avenue Orland, FL 32803	Title DIRECTOR
<u>Director Detail</u>		DEWBERRY, SIDNEY O. 8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031
Name & Address	Title Associate Vice President	
Title S		
THOMAS, CRAIG N	Donley, William 800 N MAGNOLIA AVE Orlando, FL 32803	<u>Annual Reports</u>
8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031		Report Year Filed Date
		2019 04/19/2019
		2019 04/29/2019
		2020 04/27/2020

http://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=Entity... 5/11/2020

Firm Qualifications

Our experience in identifying the County's needs will allow us to minimize the time needed from task order request to boots on the ground for all of the following activities.

Topographic and Tree Surveys

At Dewberry, we pride ourselves on the fast and accurate collection of topographic data. We have prepared topographic surveys on thousands of acres and most recently completed survey control, ground check points, and remote sensing acquisition for a topographic survey of Everglades National Park (1,200 square miles). Dewberry is committed to maintain the technology to obtain topographic data efficiently and quickly.

Our crews are equipped with GPS equipment and the latest in all-terrain vehicles to access the harshest of conditions. Whether the task at hand is an existing wastewater treatment facility or a vacant piece of land slated for new development, our group is trained to identify grade breaks, drainage areas, as well as, physical improvements and to identify these features accurately within the design file.

Many times tree surveys are included within the topographic parameters and we are capable of performing tree surveys identifying size, type, and particular species when needed.

Plat Review (Chapter 177, Florida Statutes)

Dewberry has prepared and recorded plats in most of the counties within Florida and the Central Florida region, including Volusia County, City of Deltona, City of Port Orange and City of Deland, to name a few.

Over the past 45+ years, Dewberry has prepared over 700 record plats, containing 50,000 lots.

We are knowledgeable of the requirements for platting within the County and have provided plat review services for numerous municipalities including the City of Deland, City of New Smyrna Beach, Deltona, and Volusia County for conformance to Chapter 177, Part 1 of the Florida Statutes. We understand these reviews are being performed to provide quality and protect the County and public from any future claims.

The Dewberry Team has partnered with municipalities to help improve their communities with a wide variety of services, including all the requested services that may be assigned under this contract.

- 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

Legal Descriptions and Survey Sketches

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

Boundary Surveys

Dewberry has a high level of competence in the area of boundary surveys. From a single platted lot to a 23,000-acre sectional survey, Dewberry has performed several thousand boundary surveys in the past 45+ years. Our team has produced boundary surveys that require retracement of old platted subdivision blocks, sectional analysis, and metes and bounds parcels and many times a combination thereof. A great deal of research, deed and title review, field survey, and thorough understanding of occupation and apparent physical use are all utilized in assessing the limits depicted in a boundary survey.

Dewberry currently maintains a relationship and continuing services contract with the Florida Department of Environmental Protection (FDEP) and has a clear knowledge of boundary surveys containing sovereign and submerged lands and water boundaries. All of our work is performed in accordance with the applicable guidelines set forth by the Minimum Technical Standards pursuant to section 5J17-052.

Sectional/Government Land Surveys

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

LICENSED SURVEYORS and registered landscape architects utilize topographic and tree surveys in rendering a vacant land to prepare for new development.



Geodetic Control Surveys

Dewberry has extensive experience establishing both horizontal and vertical control networks. Horizontal control is performed utilizing Static GPS technology processed through OPUS, Statewide FPRN & VRS Networks, and conventional survey techniques. Vertical control is performed with digital leveling techniques post processed through Trimble Business Office. Our management team understands that any control survey is the basis of future surveys and/or acquisitions, therefore quality along with proper planning and research is the key to success not only for this project but also for subsequent projects in the future. Our team has produced horizontal and vertical control networks for use in transportation, transmission lines, utility inventory, lidar acquisition, aerial targeting as well as large tracts of land. We have the ability to produce new networks or maintain and densify existing networks.

Dewberry has a system in place to set permanent monumentation, provide accurate referencing and location, as well as, database mapping and maintenance, if applicable, in accordance with Geodetic Control Committee and Geospatial Positional Accuracy Standards. Dewberry's GIS Group can assist with inventory and mapping to any control networks to be integrated into the County's GIS System.

Wetland Jurisdiction/Tidal/Hydrographic Surveys

Dewberry has experience in Wetland Jurisdictional and Tidal Study Surveys in the coastal regions. Our in-house staff of environmental personnel is available to assist the Survey Team with wetland flagging and jurisdictional permitting. Field surveys of the flagged areas are performed with both GPS and conventional collection dependant upon site conditions.

Bill Donley, Dewberry's Project Manager for this contract, has performed numerous Hydrographic Surveys utilizing sonar for dock and bulkhead as-builts and scour surveys on local bridge piers.

Many of our Florida projects have been in support of beach monitoring, bridge surveys, dredging operations and design surveys for sub aqueous pipelines. Our Hydro Vessel consists of a 22-foot aluminum trawler with enclosed cabin for use in our Hydrographic activities.

The boat is outfitted with GPS, single beam and multi beam sonar, as well as, appropriate roll adjustment equipment. In addition, we have performed surveys re-establishing the Coastal Construction Setback Line along the Atlantic Ocean for permitting of residences and sea wall construction.

Mean High Water Surveys

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

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

WE HAVE ALL-TERRAIN VEHICLES, WATER VESSELS, AND ELECTRONIC TIDE SENSING EQUIPMENT TO MOVE THE PROJECT ALONG IN AN EFFICIENT MANNER.

Ordinary High Water Surveys

This process begins with historical research, meeting with the Water Management District and County officials. We will collect data in the field, including, but not limited to, vegetation limits, high water marks on trees and shore line features, and evidence from soil types to be determined by our Environmental Sciences Section.

Roadway/Location Surveys

Dewberry has performed design survey and mapping on over 1,000 miles of roadways and rights-of-way throughout the State of Florida. Our team is experienced in the survey and location of improvements and subsurface utilities contained within county, state, or private roadways and maintains a solid understanding of what the design team needs to accomplish project engineering. Dewberry currently provides design survey, utility survey, wetland jurisdictional, and geotechnical survey support for over twenty FDOT approved design consultants. Our team knows what the designer needs and strives to provide an error free design product on time and within budget. Design deliverables containing digital terrain models and contouring are part of our standard deliverables which we produce in Microstation/Geopak or Civil 3d 2018 whichever the client prefers.

Right-of-Way Surveys/Verification of Existing Rights-of-Way

Dewberry has vast experience in determining and verifying existing rights-of-way. Nearly every project we have been involved with has contained rights-of-way granted by deed or easement to areas of property, including surface, overhead, or underground strips or areas of land. These lands have been granted for designated uses, such as highways, drainage canals and ditches, sewers, water retention areas, electric, telephone, gas, and water utilities.

In the survey of lands not contained in recorded subdivisions, the most important tasks are the proper determination of the original government land sections and the establishment of existing rights-of-way. The existing rights-of-way are evidenced through various sources, such as the public record (i.e., deeds and recorded maps and plats) and existing governmental right-of-way and maintenance maps. Dewberry has extensive experience in right-of-way surveys throughout Florida for private clients, FDOT/Turnpike Authority, several County and municipalities therein. We have a clear understanding of the differences in the submittal process and preparation of deliverables for each of these entities. Right-of-Way Control Survey Maps, Right-of-Way Maps, and Maintenance Maps are examples of various types of maps produced.

Right-of-Way Staking

Right-of-Way staking is an integral part of the right-of-way acquisition and construction process. We will work with the County or design team to receive all the pertinent material needs for all staking activities including survey control, proposed right-of-way, and easement files. We will then utilize RTK GPS or conventional survey technology to provide staking for the appraisal and clearing associated with construction. Our team understands the importance of interaction with the adjoining landowners and will assist the County with notification to owners when required.

Project Mapping

Dewberry has a designated professional staff trained in the preparation of right-of-way mapping. These efforts include Right-of-Way Control Maps, Right-of-Way Maps, Maintenance Mapping, and Specific Purpose Mapping. We have performed all of the required mapping at the municipal, county, and state (FDEP/FDOT) levels and understand the difference in deliverables accepted at each level. We have been successful at assisting many agencies with the mapping and recordation of roadways accepted for public use.

Construction Layout Surveys

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

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

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

As-Built Surveys

As each construction project nears completion, as-built survey becomes an integral part of the process. Our team is experienced at accurately collecting as-built data with both conventional and RTK Technology. All data is collected from primary horizontal and vertical control to eliminate any error to disturbed temporary positions. Once the data is collected, it is processed and incorporated into the deliverables. Dewberry supports several different software and can incorporate the survey data into the construction plans or produce stand-alone survey documents for the County's use.

Dewberry knows the importance of project as-builts for future use and thus employs an independent field review to verify all pipe sizes, material, inverts and to put a fresh set of eyes on the collected data. This has proven invaluable in the quality of product we produce. Whether an existing facility, park, or roadway, our team is ready to perform the County's next as-built survey.

Quantity Surveys

Dewberry is experienced in the field survey, quantity computation, and mapping related to Quantity Surveys. The many applications we have performed in the past include, but are not limited to, coal by-product stockpiles, beach restoration quantities, mining, and borrow pit excavation.

Dewberry has the ability to accurately scan a 40-acre coal pile, 120 feet tall in 20 field hours with quantities and mapping provided within 1 week!!!

We have the available resources to monitor beach restoration projects on an hourly, weekly, or monthly basis and have a complete process in place to report findings in an acceptable format.

SUE Services

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

Our SUE units include Utilivac and Vermeer Soft Excavation System, as well as, Noggin and GSSI Ground Penetrating Radars. In addition, we employ a multitude of radio detection equipment that allow a non-invasive approach to the accurate location of buried utility systems.



Dewberry's Florida Equipment and Software

- Complete MS Work Stations (27)
- GPS Units (35), including Trimble Geo Xt and Geo Explorer 6000 Series, Model 88950
- Dini & Topcon Digital Levels (4)
- Leica 3-D Laser Scanners (3)
- Vactron SUE Units (2) GPR (3)
- Polaris ATVs & UTV's (7)
- John Boat (6)
- 4-Wheel Drive Trucks (40)
- Prismless & Robotic Total Stations (30)
- 22' Aluminum Hydro Vessel with Sonar
- Adobe Acrobat X
- AutoDesk Civil 3D 2018
- Trimble Business Office
- Google Earth
- Bentley DeCartes
- Bentley Geopack
- Bentley MicroStation
- BluBeam
- Cloudworx for Civil 3D
- Corpscon
- BAE Systems SOCET SET (15)
- ECognition & ERDAS Extraction
- Esri Arcview GIS
- Leica-Cyclone
- Leica-Geo Office
- Survey Pro
- Spectra Office
- Microsoft ActiveSync
- Primavera Suretek
- Rayx

3D Laser Scanning Services

Dewberry employs the latest in 3D laser scanning technology with the Leica HDS 3000 & P40 Terrestrial Scanners. This instrumentation collects accurate 3-dimensional point cloud data with minimal manpower and safety issues. Practical applications for this technology include historical building locations, sewer and water plant as-builts, and interchange and limited access roadways. This data is post processed through Cyclone Software to be utilized in the 3D environment and easily converting to standard Civil3D, Revit, or Microstation formats.

GIS Mapping

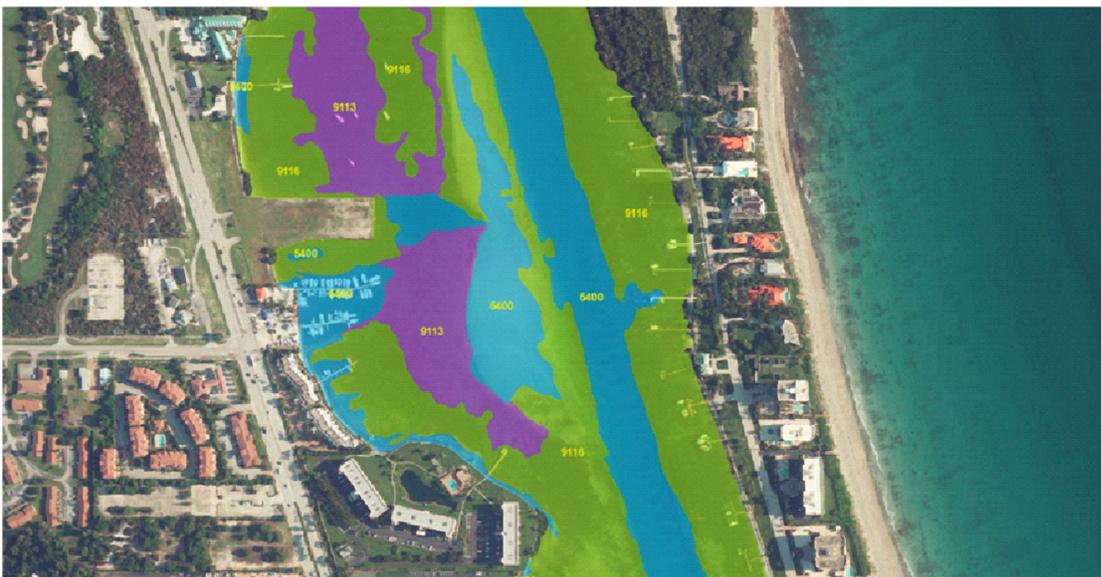
Dewberry employees over 100 personnel on our GIS production team. These resources are used for state, federal, military, and municipal mapping throughout the world. Our team has vital experience in parcel mapping, habitat identification, wildlife corridor mapping, and other environmental applications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

Appraisal Mapping

Dewberry understands the importance of completing the research necessary to compile an appraisal map. In many such mapping tasks, the research is as extensive as a boundary survey. We are fully versed in photo interpretation, along with the ability to verify the interpretation with field inspections. The Dewberry team is fully versed in using digital photogrammetry as a background for any mapping project that may be assigned during this contract. We fully understand the need to coordinate with the Appraisal Mapping, which in many cases, is the first step to the acquisition process. Therefore, we understand that a quality map is an essential part of the entire acquisition process.

Photogrammetric Surveying

Dewberry has the requisite hardware and software necessary for photogrammetric surveying/mapping along with a highly experienced staff that routinely completes stereo-compilation and photo interpretation. Dewberry owns eleven BAE Systems SOCET SET soft-copy photogrammetric mapping platforms that are located within the Tampa office. In addition, we own four more SOCET SET stations that are located in our Fairfax, Virginia office. Our stereo-compilation staff deliver detailed planimetric mapping, LiDARgrammetry break lines compiled in stereo, and they support Dewberry's architects/engineers on site-specific land development projects that require highly accurate photogrammetric mapping.



THE MOST recent 2015 Indian River Lagoon Seagrass Mapping project was funded by FDEP. The project required the field investigation and mapping of seagrass habitats within the entire intercostal waterway extending from Ponce de Leon Inlet to Jupiter inlet. This is an important management tool for assessing distribution trends of the seagrass resource.

Environmental Field Work and Mapping

Dewberry uses a myriad of geospatial techniques and software routines to complete image interpretation, change detection, and thematic mapping. Dewberry's photo interpreters routinely produce stereo-compiled data for environmental thematic mapping projects requiring the mapping of benthic habitats, wetlands, vegetation, land use land cover, habitat restoration change, and exotic vegetation species.

DEWBERRY IS
UNIQUE IN THAT WE
OFFER SPECIALIZED
ENVIRONMENTAL
THEMATIC MAPPING
SERVICES

Manual stereo photo interpretation is used by Dewberry for detailed change analysis projects that are based on high resolution airborne imagery. Supervised classification algorithms and processing routines are also used by Dewberry for automated and semi-automated classification using imagery and LiDAR data. Dewberry utilizes eCognition and ERDAS Imagine software to extract information from aerial data.

We leverage the efficiency of automated classification wherever possible; however, resultant classification accuracy is subsequently assessed by photo interpreters who are familiar with the landscape being mapped. Field-derived accuracy assessment points are used by Dewberry to assess classification accuracy.

Dewberry utilizes field work to support environmental mapping. Dewberry's fieldwork process allows the photo interpreters to correlate signatures (e.g. colors, tones, and textures) on the aerial photography with in-field conditions in order to determine exact cover type classification.

Our photo interpreters can identify key Florida wetland and upland plant species and thus are able to effectively tie field work to aerial photographic signatures so that mapping of vegetation species or communities is very highly accurate. Dewberry utilizes GPS-enabled ruggedized laptops in the field at all times. The laptops are equipped with ArcMap along with the imagery used for the project. The photo interpreters travel to and locate each field point accurately via waypoints in the GPS, compare the imagery to the vegetation or land cover, and document the field point within ArcMap.

Topographic Surveying - Aerial LiDAR Acquisition and Processing

For more than 18 years, Dewberry has specialized in provision of LiDAR products and services for the U.S. Geological Survey (USGS), the Federal Emergency Management Agency (FEMA), National Oceanic and Atmospheric Administration (NOAA), U.S. Army Corps of Engineers (USACE), and multiple states and local agencies.

Dewberry has extensive experience in producing LiDAR products and in the independent QA/QC of LiDAR data produced by others. Dewberry has produced over 165,000 square miles and QA/QC'd over 450,000 square miles of airborne topographic LiDAR data. We have acquired and used LiDAR data to produce detailed hydrography and hydro-conditioned DEM products for numerous clients. In 2016-2017, Dewberry has acquired LiDAR for Osceola County, Palm Beach County, Hillsborough County, Suwannee River Water management District and Flagler County as well as the Everglades National Park which contains 1,200 square miles. From 2008-2010 Dewberry was one contractor for the FDEM Coastal LiDAR project which collected and processed LiDAR for the entire coast of Florida.

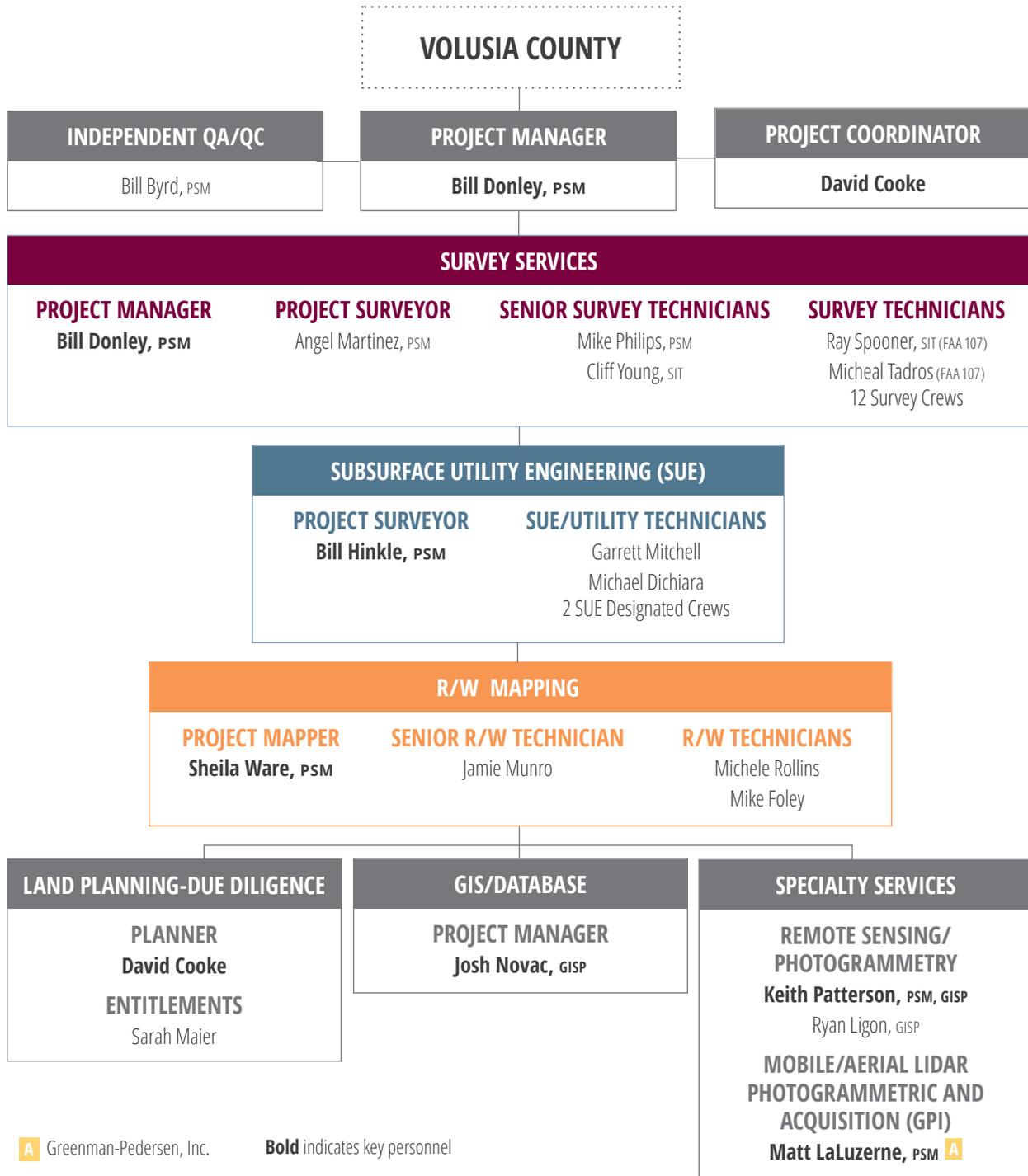
We wrote three major LiDAR reference books for American Society for Photogrammetry and Remote Sensing (ASPRS and USACE) with the fourth currently in production for ASPRS, and we authored major LiDAR standards, guidelines, and specifications for ASPRS, USGS, FEMA, and USACE.

SECTION 2: Project Team



PROJECT TEAM

Dewberry has assembled a strong team of professionals for this project. Our depth of experience includes local knowledge within the County, and a combined support staff more than 100 individuals, allowing for immediate response on task orders for this project.





Bill Donley, PSM
PROJECT MANAGER

Bill Donley, Associate Vice President of Surveying and Mapping at Dewberry, has 38 years of experience in the surveying and mapping arena, including 23 years of experience on FDOT, municipal, and federal projects. Bill has successfully completed control surveys, design and right-of-way surveys and mapping, utility designation, excavation and utility mapping projects as well as hydrographic and mean high water surveys throughout the state. He has managed over 400 public and private roadway projects, design build endeavors, and continuing service contracts. In addition, his management expertise includes an understanding of the right-of-way and easement acquisition process, condemnation proceedings, and expert witness testimony.

- **BUSINESS ADDRESS**
800 North Magnolia Avenue, Suite 1000, Orlando, Florida 32803
- **CONTACT INFORMATION**
321.354.9834
bdonley@dewberry.com
- **EDUCATION**
BS • Finance • University of Central Florida
- **REGISTRATIONS**
FL • Professional Surveyor and Mapper #5381
- **YEARS OF EXPERIENCE**
Dewberry • 18
Total • 38
- **AFFILIATIONS**
Florida Surveying and Mapping Society

Continuing Engineering Services, Deltona, FL, Survey and Mapping Project Manager

Dewberry has held several continuing services contracts with the City of Deltona, where we provide a wide range of planning, engineering, and surveying services including civil engineering and preliminary/final plat reviews, stormwater management design, roadway design, utility design, and construction administration. We've provided preliminary engineering studies, final design, and construction administration support on over 20 miles of Deltona's major roadways.

Continuing Surveying Services Contract, FDOT, District Five, Principal-in-Charge

Dewberry was awarded a continuing survey contract with District Five, where our services include surveying, subsurface utility engineering, right-of-way mapping, consultant review, and unmanned aerial services.

State Road 415 Advanced Right-of-Way Survey, Volusia & Seminole County, Florida Department of Transportation, District Five, Sr. Survey Manager / Survey QA

This advanced right-of-way project consisted of 9-miles of rural corridor from SR 46 to Acorn Lake Road, including a crossing of the St. John's River. Dewberry performed the Control, Right-of-Way, TITF Surveys and Mapping as well as Design and Utility Survey for a portion of the project.

Fire Stations, Volusia County, FL, Principal-in-Charge

Dewberry prepared Boundary, Topographic and Tree Surveys for 12 fire stations throughout the County. Each fire station has been surveyed to assist County staff with improvements ranging from building expansions to fencing.

Continuing Engineering Services – Roadway Design, FDOT, District Five, Survey Project Manager

Through our continuing services contract with District Five, Dewberry's task work orders include intersection improvements, resurfacing, lighting, signalization, and all tasks associated with highway design projects. Dewberry provided survey and mapping services to each task assigned under this contract.



David Cooke

PROJECT COORDINATOR

David Cooke, Senior Project Manager at Dewberry, has been involved in the management of transportation planning, design, and engineering projects for over 35 years. A former Planning and Project Manager with FDOT, David has experience with major and minor design projects; PD&E studies; resurfacing, rehabilitation, and restoration (RRR) projects; and intersection improvements, as well as experience with LAP Production with FDOT. His expertise includes the NEPA process, plans preparation and processing, project management, right-of-way appraisal and acquisition, the eminent domain process, critical path method, cost estimates, scheduling, problem solving, scope of services, and staff hours for transportation projects.

- **BUSINESS ADDRESS**
110 West Indiana Avenue,
Suite 202, DeLand, FL
32720
- **CONTACT INFORMATION**
386.626.2133
dcooke@dewberry.com
- **EDUCATION**
BA • Public Administration
• University of Central
Florida
- **REGISTRATIONS**
FL • Certified Contract
Manager #3136-16092
- **YEARS OF EXPERIENCE**
Dewberry • 1
Total • 35

Continuing Engineering Services, Deltona, FL, Transportation Project Manager

Dewberry has held several continuing services contracts with the City of Deltona, where we provide a wide range of planning, engineering, and surveying services including civil engineering and preliminary/final plat reviews, stormwater management design, roadway design, utility design, and construction administration. We've provided preliminary engineering studies, final design, and construction administration support on over 20 miles of Deltona's major roadways.

Continuing Engineering Services, Volusia County, FL, Project Manager

Under our continuing services, our services include site/civil engineering, roadway design, trail design, construction administration, environmental/permitting, landscape architecture, signal design, and surveying and mapping.

FDOT, FTE, Transportation Planning Manager*

David oversaw and managed the General Planning and Traffic Engineering Sections for the Planning Department for FTE. This included the development of annual updates to the Master Plan, Traffic Trends, and Work Program project materials. David oversaw and coordinated the delivery of traffic planning deliverables for Concepts, PD&E, and Design projects. He oversaw the maintenance GIS database updates for mapping and reporting activities; oversaw data collection and maintenance of Roadway Characteristic Inventory (RCI), and construction of Turnpike plans and projects with other governmental entities and elected officials. David managed the daily activities of the MPO Liaisons to confirm that Turnpike Plans and Programs coordinated with the local governments and included appropriate local plans.

FDOT, District Five, Transportation Planning Manager*

David coordinated with planning and work program staff to confirm production commitments. He also served as the District Coordinator for Transportation Systems Management and Operations, Complete Streets, Community Planning, SIS, Level of Service, RCI/Statistics, and Growth Management.

* project performed with a previous firm



Sheila Ware, PSM
R/W MAPPING PROJECT MANAGER

Sheila Ware, Right-of-Way Mapping Manager at Dewberry, has 35 years of experience in land surveying and has worked extensively with FDOT control surveys and right-of-way mapping. Her career emphasis is in transportation surveying, with significant experience in boundary determination, topography, and platting. Sheila’s responsibilities include directing records research, CADD, and calculations to produce final mapping.

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2835 Brandywine Road,
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30341
- **CONTACT INFORMATION**
386.626.2130
sware@dewberry.com
- **EDUCATION**
Civil Engineering •
Valencia Community
College
Civil Engineering •
Middle Tennessee State
University
- **REGISTRATIONS**
FL • Professional Surveyor
& Mapper #5529
- **YEARS OF EXPERIENCE**
Dewberry • 15
Total • 35

District-Wide Surveying and Mapping Contract, FDOT, District One, R/W Mapper

This contract consists of various types of design survey projects for the FDOT Traffic Engineering and Operations Department. The projects include topographic surveys for sidewalk, lighting, and intersection improvements. All projects include the determination of the R/W lines. There currently have been 49 executed tasks to date and they have stretched across ten 10 of the 12 counties in District One. Sheila’s responsibilities include records research and the depiction of the R/W lines utilizing R/W maps, recorded data and found monumentation.

Interstate 4 at State Road 557 Interchange Improvements, Polk County, FDOT, District One, R/W Mapper.

Dewberry is designing the reconstructing of the I-4 and State Road 557 interchange from a partial cloverleaf to a diamond configuration. The project also includes the replacement of the existing 2-lane State Road 557 bridge over I-4 with a new 4-lane bridge that will accommodate the ultimate I-4 typical section, including three general-use lanes in each direction, with provisions for future special-use lanes and a high speed rail corridor in the median. Two modern roundabouts are proposed at the ramp junctions with State Road 557. Dewberry provided surveying and right of way mapping for this project.

State Road 82, from Ortiz Avenue to Lee Boulevard (County Road 884), FDOT, District One, Lee County, FL, R/W Mapper

The project limits are from just east of Ortiz Avenue to south of Lee Boulevard in Lee County, a distance of 3.2 miles. Dewberry’s Survey Team provided control and R/W survey, design survey, and all associated mapping for design. Sheila was responsible for production and quality assurance of all project mapping.

Continuing Surveying Services Contract, FDOT, District Five, R/W Mapper
Dewberry was recently awarded a continuing survey contract with District Five, where our services will include surveying, subsurface utility engineering, R/W mapping, consultant review, and unmanned aerial services.

I-95, Brevard County, FDOT, District Five, R/W Mapper

Sheila served as Right of Way Mapper on this major project covering approximately 33 miles of Interstate Highway 95 in Brevard County for advanced R/W survey and mapping.



Bill Hinkle, PSM
PROJECT SURVEYOR

Bill Hinkle, Survey Project Manager with Dewberry, has 39 years in various types of surveying and mapping, including over 19 years with the Florida Department of Transportation (FDOT) in District One. His experience includes right-of-way maps, right-of-way control maps, geodetic surveys, design surveys, right-of-way surveys, subsurface utility engineering surveys, horizontal and vertical control, including utilization of electronic field book, topographic, and construction surveying.

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- **CONTACT INFORMATION**
321.354.9837
whinkle@dewberry.com
- **EDUCATION**
International
Correspondence School
• Surveying and Mapping
Course
FDOT Leadership
Academy
- **REGISTRATIONS**
FL • Professional Surveyor
& Mapper #4633
- **YEARS OF EXPERIENCE**
Dewberry • 12
Total • 39

District-Wide Surveying and Mapping Contract, FDOT, District One, Survey Project Manager

This contract consists of various types of design survey projects for the FDOT Traffic Engineering and Operations Department. The projects include topographic surveys for sidewalk, lighting, and intersection improvements. All projects include the determination of the right of ways lines. There currently have been 36 executed tasks to date and they have stretched across 10 of the 12 counties in District One. Bill's responsibilities included the estimation of hours, records research, the establishment of the horizontal and vertical control, field crew coordination, the recovery of the existing alignments or establishing the alignment, staking of the alignment and reference points, the topographic survey, the depiction of the R/W lines utilizing R/W maps, recorded data and found monumentation, and the QA review of the submittals. He supervised processing of the data using CAiCE software with final deliverables in MicroStation format.

State Road 70, FDOT, District One, Okeechobee County, FL, Survey Project Manager

This project was for a PD&E Study and Design Survey on an existing rural roadway, two lanes, from west of NE 34th Avenue to Berman Road, a distance of approximately 6.6 miles. Responsible for estimation of hours, records research, property owner contacts for access, the establishment of the horizontal and vertical control, field crew coordination, placement of the aerial targets, recovery of the existing alignment, staking of the alignment, reference points, topographic surveys of a 400- foot wide corridor using EFB, and processing the data using CAiCE software with final deliverables in MicroStation format.

State Road 82, FDOT, District One, Lee County, FL, Survey Project Manager

This project included a design, R/W, and SUE survey, as well as R/W maps, for an existing urban/rural two-lane road, from Lee Boulevard to Shawnee Road, a distance of approximately six miles. Responsible for estimation of hours, records research, the establishment of the horizontal and vertical control, field crew coordination, recovery of existing alignments, staking of the alignment PIs, reference points, topographic survey using CEFB, and processing the data using CAiCE software with final deliverables in MicroStation format. This includes preparation of the SUE Verified Vertical and Horizontal (WH) Spread Sheets, Utility Investigation Report, Test Hole Data Report, and the MicroStation dgn file showing the underground utilities and WH's. Responsible for and supervised the preparation of the R/W control survey maps.



Keith Patterson, PSM, SP, GISP

REMOTE SENSING AND PHOTOGRAMMETRY PROCESSING

Keith Patterson has 43 years of geospatial experience in the management of projects requiring photo interpretation, photogrammetry, environmental field work, remote sensing, surveying, groundtruthing, LiDAR, and GIS. Keith specializes in thematic mapping requiring the photo interpretation of land use, land cover, wetlands, and benthic habitats all of which require cover type classification according to detailed classification systems supplemented with field groundtruthing and accuracy assessment.

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- **EDUCATION**
BA • Geography •
University of South Florida
- **REGISTRATIONS**
FL • Professional Surveyor
& Mapper #5431

Geographic Information
Systems Professional
#16547

Land Surveyor
Photogrammetrist
#0408000159
- **YEARS OF EXPERIENCE**
Dewberry • 11

Total • 43
- **AFFILIATIONS**
Director of the Florida
Region American Society
for Photogrammetry and
Remote Sensing

Southwest Florida Water Management District, LiDAR, Hillsborough County, FL, Project Manager

Keith managed the collection and processing of high-density LiDAR covering Hillsborough County, Florida. The LiDAR was collected in 2017 for a 1,192 square mile AOI based on a flight plan designed to achieve an aggregate NPS of 16+ ppsm using a Riegl VQ-1560i sensor. Keith designed the ground control point (GCP) layout for the project and oversaw ground surveying for 72 ground control points used to calibrate the LiDAR. SWFWMD's "LiDAR Surveying and Mapping Specifications" were followed for the project.

Southwest Florida Water Management District, General Engineering Services Contract, Project Manager

Keith was responsible for project management, coordination with prime contractor and coordination with SWFWMD. Dewberry supported GES as a sub-consultant on work flow and QA/QC consultation, and performed LiDAR topobathy processing for Kings Bay/Three Sisters Springs complex in Florida.

SFWMD, Spatial Data Acquisition, Mapping and Image Processing Services IDIQ, FL, Project Manager

Keith was responsible for project management and photointerpretation QC using a highly detailed classification system and low altitude aerial photography for mapping littoral vegetation for several lakes in Florida. SFWMD's Applied Science Bureau also has issued work orders for the acquisition of digital aerial imagery and the production of digital orthophotography.

U.S. Geological Survey, FL_Peninsular Part 2, Hillsborough County, FL, Staff Member

Dewberry, as the prime contractor for this project, is performing the majority of the data production. This 34,000 square mile, \$20 million project includes airborne LiDAR data acquisition, ground survey, and preparation of bare earth point cloud and Digital Elevation Model (DEM) products for various applications to support the response, recovery, and preparation for future storm events.

Littoral Vegetation Mapping, Florida Fish and Wildlife Conservation Commission, Project Manager

Project development, digital aerial camera imagery acquisition, fieldwork, photogrammetry, orthophotography, quality control, and ArcGIS data delivery. Stereo photo interpretation of littoral zone aquatic vegetation within several Florida lakes using a species and community based vegetation classification system that he helped develop for the client.



Josh Novac, GISP
GIS/DATABASE - PROJECT MANAGER

Josh Novac has 15 years of experience in LiDAR, GIS, photogrammetry, and remote sensing. He serves as a senior analyst and technology manager in the Geospatial and Technology Services branch of Dewberry. His responsibilities include development of new processes and techniques to ensure compliance with client specifications. Josh has worked alongside others to develop the SOP guidelines that Dewberry uses to produce LiDAR, Imagery, breaklines, Impervious Mapping and other geospatial products.

• **BUSINESS ADDRESS**

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80209

• **CONTACT INFORMATION**

813.421.8632
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• **EDUCATION**

BA • Anthropology
Geography • Indiana
University

• **REGISTRATIONS**

US • Geographic
Information System
Professional #51430

• **YEARS OF EXPERIENCE**

Dewberry • 12
Total • 15

USGS, Suwannee River LiDAR, Suwannee River Water Management District, FL, Technical Lead

Under our USGS GPSC2 contract, Dewberry was awarded this task order to acquire, process, and develop QL2 LiDAR data for a 921 square mile area within the Suwannee River Water Management District. All LiDAR data was processed in accordance with the National Geospatial Program LiDAR Base Specification Version 1.2 and all point deliverables compliant in LAS format, v1.4.

Southwest Florida Water Management District, LiDAR, Hillsborough County, FL, Technical Lead

Collection and processing of high-density LiDAR covering Hillsborough County, Florida. The AOI included 1,192 square miles and the LiDAR was collected in 2017. LiDAR was collected at an average density of 12 ppsm using a 60% overlap to achieve an aggregate NPS of 16+ ppsm using a Riegl VQ-1560i sensor. Mr. Novac's responsibilities included data acquisition planning, QA/QC protocol development, and troubleshooting technical issues.

Florida Coastal Lidar Mapping, Orthophotography and SLOSH Modeling, Florida Division of Emergency Management, Panhandle and Atlantic Coasts, FL, GIS Specialist, Co-Task Lead and Quality Assurance Manager

Responsibilities included production of breaklines and contours derived from LiDARgrammetry; providing quality assurance of breaklines, contours, and orthoimagery for Dewberry and all other members of the joint venture; developing new production and quality assurance methods to aid in the completion of this project, as well as the development of specialized tool sets to aid the quality assurance and production processes. He is responsible for reporting production and quality assurance status and timelines for completion to project managers. The FDEM contract requires digital orthophotos, LAS-classified lidar data, eight types of break lines, 1-foot contours, metadata and detailed technical reports to Florida's Minimum Technical Standards (MTS), signed and sealed by a Florida Professional Surveyor and Mapper.

Subconsultant Relationship

For over 20 years, Dewberry and GPI have successfully teamed to provide services through the Eastern United States. GPI is a trusted teaming partner and we are once again utilizing their aerial imagery services.

Dewberry and GPI have a long-standing teaming partnership that spans over 20 years. Our team has performed surveys, photogrammetry and LiDAR for numerous agencies including the FDOT, South Florida Water Management District and the St Johns River Water Management District to name a few. This partnership provides a seamless project team that has a wealth of project experience and the ability to merge ground based survey and mobile or aerial LiDAR for full 3D design products. For this contract, GPI will assist with aerial and mobile acquisition of orthometric photography and LiDAR.

GPI is a recognized leader in aerial imagery and LiDAR data acquisition. Their fleet of aircraft have the latest large and medium format imaging sensors such as Vexcel UltraCAM Eagle. Each of the aircraft and sensors are equipped with precision airborne global positioning system (AGPS) and inertial measurement unit (IMU) technology. GPI also utilizes UAV systems for acquisition of imagery for mapping, inspection and video imaging.

GPI provides airborne topographic LiDAR data collection deploying state-of-the-art sensors such as our Riegl VQ-1560i Airborne Sensor equipped with precision AGPS and IMU technology, this 1560i system allows LiDAR to be collected with a fixed-wing aircraft and provide 30-60 ppsm with vertical accuracy RMSE averaging .04' – .08'. The increased point density helps with planimetric feature extraction, foliage penetration and mapping of rugged terrain. GPI also utilizes the Riegl LMS-Q680i long range airborne laser scanner for projects that require less point density. The scanner provides full waveform analysis with an unlimited number of target echoes. O

COLLABORATIVE PARTNERING and open communication with GPI creates successful projects.





Matthew LaLuzerne, PSM
AERIAL ACQUISITION MANAGER

Matthew LaLuzerne oversees the day-to-day operations of GPI's project initiation innovative approach development and strategic growth initiatives. He has an extensive background in a variety of survey services, including mobile, aerial and static LiDAR, traditional ground survey, and subsurface utility mapping. Mr. LaLuzerne is experienced in managing multi-serviced projects and contracts, including survey services for off-system roadway networks and large capacity projects. He is heavily involved in leading GPI's successful collaboration with FDOT in providing data integration techniques and developing new remote sensing data acquisition procedures and standards. In addition to the affiliations in the sidebar, Matthew is a member of the National Society of Professional Surveyors (NSPS), the American Society of Civil Engineers (ASCE), and the American Council of Engineering Companies (ACEC).

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MBA • Rollins College
• 2011
BS • Geomatics
• University of Florida
- **REGISTRATIONS**
FL • Professional Surveyor
& Mapper #LS6766
- **YEARS OF EXPERIENCE**
GPI • 5
Total • 15
- **AFFILIATIONS**
American Society for
Photogrammetry and
Remote Sensing (ASPRS)
Florida Region, Vice
President
Management
Association for Private
Photogrammetric
Surveyors (MAPPS),
Member

FDOT I-95 Interchange at Pioneer Trail PD&E Study, FDOT District 5, Volusia County, FL, Project Manager and Aerial Surveyor

GPI provided a 3D design survey of the 7-mile project corridor utilizing a combination of aerial imagery and mobile LiDAR data. The topographic survey data was used to support the efforts for planning and designing a proposed interchange along I-95 and Pioneer Trail between SR 421/Dunlawton Avenue and SR 44/Lytle Avenue. GPI secured terrestrial mobile LiDAR data (TML) using our Riegl VMX-450 Laser Scanning System the aerial ortho imagery utilizing our fixed-wing aircraft equipped our Vexcel Eagle 100 digital camera. Visible topographic features were extracted from the mobile LiDAR point cloud, and photogrammetric imagery. Deliverables included a calibrated LiDAR point cloud tiled in LAS format, topographic survey files in MicroStation SS4 format, and digital geo-referenced color imagery.

Surveying & Mapping, FDOT District 5, FL, Project Manager and Aerial Surveyor

GPI is on Dewberry's contract to provide photogrammetric, mobile LiDAR, and survey services for FDOT's District 5. Anticipated efforts include 3D mapping from aerial and mobile LiDAR and photogrammetric imagery, ortho imagery production, as well as data merging. Detailed control layouts, drive and flight plans, and delineation of obscured areas would be communicated to other surveying consultants to facilitate their survey support needs. Aerial and mobile mapping efforts are anticipated to support in-house design projects as well as advanced of consultant acquisition projects.

CFX Lake Orange Connector, Lake & Orange Counties, Project Manager and Aerial Surveyor

CFX required conceptual designs for roadway, drainage and guide signing, control survey, aerial topo and raster imagery, utility, and permitting contacts for SR 516 (Lake-Orange County Connector) from US 27 to SR 429. As the prime consultant, Dewberry tasked GPI to collect aerial LiDAR for off-pavement areas and mobile LiDAR data for detailed pavement information to be used for extraction and the generation of a topographic survey. The aerial and mobile data was calibrated against common control points for seamless integration of the point clouds. Deliverables included a calibrated point cloud, geo-referenced color imagery and a 3D MicroStation survey design file.

SECTION 3: Financial Stability



FINANCIAL STABILITY

Financial Statement

Dewberry's assets totaled over \$274-million, including equipment, fixtures, vehicles, and receivables, as of December 31, 2019. In 2019, the combined gross revenue of Dewberry was \$461.1-million, with EBITDA of \$40.7-million; and debt to equity ratio of 0.71. The firm carries architects and engineers professional liability insurance coverage by Lloyd's of London. Dewberry also carries general liability, automobile liability, excess liability, and worker's compensation coverage through Travelers Insurance Companies. Dewberry maintains ample cash reserves. With its strong banking relationship with PNC Bank, coupled with more than a \$40-million line of credit (Dewberry has no outstanding balance on our debt facility for the past 9 years), we have the ability to meet any cash requirement should the need arise. Our credit information can be obtained upon request.

Litigation Statement

As a large and highly diversified firm, Dewberry Engineers Inc. is periodically named as a party to a lawsuit or participates in dispute resolutions in the normal course of doing business for a company of our size. Dewberry is engaged in a limited number of claims and disputes of the types and in amounts consistent with the size of the company and the services provided in the normal course of business.

There are currently no claims, conflicts, judgments or disputes that would interfere with our ability to perform the services for this project.

DEWBERRY HAS a strong financial stability with over \$274-million in assets.



SECTION 4: Project Approach



PROJECT APPROACH

Having provided continuing professional surveying and mapping services for Volusia County and other counties and municipalities throughout the State of Florida, we are very familiar with our role as an extension of the County's staff. The quality of services that Dewberry provides is undeniably related to the quality of our staff.

Our philosophy of "hiring the best in the industry and allowing them the latitude to do their job" is why we have been able to retain our experienced staff far longer than industry standards. This experience and commitment of staff combined with our commitment to safety and quality control gives our clients consistent, quality services.

Project Approach

Dewberry has been involved in numerous continuing service contracts over the past twenty years and has an in depth knowledge and history performing the surveying services listed in the RFQ. Once we have been given a specific assignment, we will begin by assessing the technology that is most cost efficient while meeting the scope objective of the project. We will perform project research, refine the project scope, define the team and responsible support, and create the staff hours and fee. Our experience in identifying the County's needs will allow us to minimize the time needed from task order request to boots on the ground for all of the following activities.

Cost and Schedule Control

Dewberry has become a leader at cost control and savings through advanced technology and superior project management. We have the ability, during the proposal process, to outline what resources will be necessary for a project. Whether it is a one-man GPS or 3D Laser Scanning crew to a four-man Utility Excavation and Designation crew, we apply the proper resources and equipment to meet the project demands, which relates to cost savings on the project. Our firm maintains a Project Cost Accounting/Schedule Control System as well as the Sales Force crew tracking software that spans the needs of all of our clients. Our Cost Accounting System includes daily electronic time entry, weekly project reports, detailed labor reports, detailed reports for Other Direct Costs (ODCs), and electronic invoicing.

All of our Project Managers use the Cost Accounting/Schedule Control System to monitor project budgets, schedules resources, and to keep our clients apprised of project progress. Our Project Managers review and maintain all detailed cost reports on a weekly basis, as well as review the project schedules and maintain updated reports of each in a project management binder.

Cost savings is also applied to our field activities with the use of statewide FPRN and VRS GPS Networks and collection technologies. Our firm employs GPS, robotic instrumentation, and all-terrain vehicles for all of our crews allowing for increased productivity and safety on each project.

Our years of experience and streamlined procedures provide for fast, consistent and reliable estimates based on good, concise coordination and a clear understanding of the scope and deliverables. Through our many years of Continuing Service Contracts, we have been successful at becoming an extension of the client's staff, with the ability to understand project needs and proposing only on what is necessary to complete the task at hand. Our management team is committed to a quality product that is consistent with Volusia County policies and procedures.

Communication

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

As Project Manager, Bill Donley will make sure there is effective and continuous communication among all team members for each project assignment. Bill will remain actively engaged on all of the County's assignments. He will access the full complement of Dewberry's personnel, resources and facilities to make each project cost effective while meeting the schedule objectives.

Collaboration

Dewberry maintains a large staff of licensed personnel and technicians to service our on call contracts.

WITH OVER 85 SURVEY
TEAM MEMBERS
IN THE STATE OF
FLORIDA, WE HAVE
AMPLE RESOURCES TO
CALL UPON.

The Dewberry Team is prepared to provide the full support and dedication necessary to Volusia County using our in-house resources and our expert staff that can produce in excess of 150,000 staff-hours per year. We are prepared for projects that engage large or small teams.

Subconsultant Coordination

A critical element of our success is to assign the right team members to the project and then empower them to make project decisions in order to best meet your goals. This includes assignments for Dewberry personnel, as well as any subconsultants. One of our team's strengths is the complementary skill sets each member provides, coupled with our seamless approach to work collaboratively, in tight integration, with our trusted sub-respondents.

Upon contract award, we pay close attention to integrating proven subconsultants to the requirements. Dewberry's track record of successfully working with GPI has prepared us to hit the ground running and provides the continuity with the team successfully delivering on task assignments.

We will implement a one-team management approach for all work under this contract. This subconsultant coordination includes:

- A kick-off meeting to define prime/sub-respondent roles and responsibilities and review work order scopes
- Mandatory instruction on the Dewberry Quality Management System
- Frequent (often daily) communication with subconsultant personnel and/or management
- Formal reviews and scheduled reporting of subcontractor produced work and personnel work performance
- Continuous mentoring with subconsultant staff in the latest technologies, standards, and innovations

Innovative Solutions

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

Commitment to Safety

One of Dewberry's corporate policies is to comply with safety guidelines. Our company has weekly safety meetings and recently updated its Surveyor Safety Handbook to meet current requirements. Our survey crew members have been provided Certified CPR/ First Aid Training, Maintenance of Traffic Training, CSX & FEC Railroad Safety Training, and HAZWOPER Training.

Any required permits will be obtained prior to commencing fieldwork. Each survey crew consists of two, three, or four members, trained in the State of Florida's Maintenance of Traffic and Safety Program. They are experienced with working within the highway corridors.

Dewberry's commitment to safety is not limited to survey and office procedures alone, our process allows us to maintain a stellar safety and accident record.

Quality Control

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

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

PHASE 1 – FIELD SURVEY QUALITY CONTROL

The accuracy and completeness of the field surveys is of prime importance in the success of this project. Our Project Surveyor and office technicians will begin working with the assigned field crews at the onset of data collection activities. All field data and field notes will be reviewed for completeness prior to being imported into the project database.

Any items noted for clarification will be reviewed and reprocessed on a daily basis. It is standard procedure for the Project Surveyor to spend time in the field working with the field crews in order to address any issues that may arise.

PHASE 2 – MAP REVIEWS

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

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

PHASE 3 – QA/QC MANAGER

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



DEWBERRY'S QA/QC process seamlessly threads into our corporate vision for providing quality products and services at the highest value to our clients.

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SECTION 5: Similar Projects and References



SIMILAR PROJECTS AND REFERENCES

Our team has extensive experience with continuing services contracts for as-needed surveying assignments. For the past 20 years, our team has worked on numerous on-call contracts for multiple government agencies and municipalities. Dewberry currently holds survey contracts with FDOT Districts One and Five, as well as, contracts with Orange County, the City of New Smyrna Beach, the City of Deltona, and the Central Florida Expressway Authority. These assignments include all of the required tasks set forth in Volusia County's RFP and include a diverse mix of assignments for which Dewberry is uniquely qualified.



Extensive Surveying and Mapping Experience. Dewberry is one of the largest and most experienced surveying and mapping firms in Florida. With capacity of 150,000 manhours of production per year, we have performed 10,000+ surveys...from a single residential lot to 23,000-acre projects and over 800 miles of roadway.



Miscellaneous Survey and Mapping Services ORANGE COUNTY, FLORIDA

Dewberry provided professional surveying and mapping services for a variety of planning, development and/or roadway projects administered by Orange County's departments and/or divisions.

These projects include project site evaluation and acquisition; utility system locations; stormwater management system locations and drainage basin mapping; building construction; R/W; boundary, topographic, design, and utility surveys; R/W surveys and associated mapping; and the improvement, expansion and/or construction of other public facilities. Dewberry assignments include:

- **CLIENT NAME:**
Orange County, FL
- **CONTACT INFORMATION:**
William Muscatello, 407.836.7881,
william.muscatello@ocfl.net
- **PROJECT DATES:**
2018 – 2023
- **CONTRACT VALUE:**
\$750,000 (Consultant Fees)
- **PROJECT TEAM MEMBERS/
ROLES:**
Bill Donley, Survey Project Manager
Bill Hinkle, Surveyor

- **Magnolia Park Expansion:** Boundary Survey for park expansion acquisition.
- **Harrod Property:** Boundary Survey for future park on Econ River.
- **33rd Street Jail:** Topographic & Utility Survey for laundry and maintenance facility expansion.
- **Avalon Road, Winter Garden:** Prepare and record Maintenance Map for County maintained right of way.
- **Fire Station 69:** Boundary & Topographic Survey for building expansion
- **Harbor Point:** Boundary & utility Survey of existing force main for easement preparation



Continuing Surveying Services

NEW SMYRNA BEACH, FLORIDA

New Smyrna Beach is approximately 38 square miles in size and serves a population of approximately 23,000. Dewberry has performed Ch 177 plat reviews for 30 projects both residential and commercial that include all of the phases of the Venetian Bay PUD. The typical assignments under this contract include tasks such as the following:

- **CLIENT NAME:**
City of New Smyrna Beach
 - **CONTACT INFORMATION:**
Jeff Gove, 386.410.2800, jgove@cityofnsb.com
 - **PROJECT DATES:**
2018– 2023
 - **CONTRACT VALUE:**
\$33,000 (Consultant Fees)
 - **RELEVANT STAFF/ROLES:**
Bill Donley, Survey Project Manager
- Electronic Field Surveys for Engineering Plans
 - City Plat Reviews
 - Legal Descriptions
 - Easement Sketches
 - Topographical Surveys
 - As-Built Surveys



Everglades National Park LiDAR Ground Surveying Services

BROWARD, COLLIER, AND DADE COUNTIES, FLORIDA

Dewberry performed ground surveying support for the first phase of the Everglades National Park LiDAR project. The project limits contained the easterly 1,200 square miles of the park. The Dewberry Survey Team provided ground point layout, ground control, vegetative vertical accuracy, and non-vegetative vertical accuracy points for the project. Additionally, Dewberry prepared and reviewed surveyors reports for these data for quality standards.

- **CLIENT NAME:**
U.S. Geological Survey
- **CONTACT INFORMATION:**
Gail Dunn, 573.308.3756, gdunn@usgs.gov
- **PROJECT DATES:**
2017 – 2017
- **CONTRACT VALUE:**
\$80,000 (Consultant Fees)
- **RELEVANT STAFF/ROLES:**
Bill Donley, Survey Project Manager
Keith Patterson, Project Manager

Control was established utilizing Trimble’s VRS Now network, FDOT’s FPRN network, as well as, Nation Geodetic Survey Control within close proximity to the corridor. Due to site conditions, the network connectivity was maintained with use of mobile mi-fi technology as well as satellite phones during collection. GPS static mission were run for areas with lack of signal and post processed through OPUS for point solutions. Dewberry’s field team also maintained multiple GPS base stations on the ground during all hour of flight acquisition.

Site conditions were a major factor in this survey effort. Dewberry’s staff obtained A100 helicopter training and collected several days of control and verification points utilizing the National Park Service helicopter and flight crew at five mile intervals across the site. Our specialized team was able to navigate to a location, exit the helicopter, and collect each location in less than 15 minutes while battling extremely challenging site conditions. Special care was taken to observe agency wildlife.



NextEra Solar Property Acquisitions Surveying Services FLORIDA POWER & LIGHT

Dewberry has performed ALTA/NSPS boundary surveys and site control for 25 proposed solar power fields in 16 counties within Florida. The sites ranged from 500 to 3,000 acres in size, with the average location being approximately 900 acres. The projects included intensive research, government land corner and grant retracement.

- **CLIENT NAME:**
Florida Power & Light
- **CONTACT INFORMATION:**
John Olinger, 561.691.7139,
jolinger@fpl.com
- **PROJECT DATES:**
2016 – 2023
- **CONTRACT VALUE:**
\$490,000 (Consultant Fees)
- **RELEVANT STAFF/ROLES:**
Bill Donley, Survey Project Manager

In addition, access to each site was documented as to easement or public roadway status. Title work was reviewed, listed, and plotted as items applied and updated prior to closing. On projects that required joint access or drainage, sketch and legal descriptions were prepared for recordation. In addition, Dewberry established 10 permanent site control monuments for use by future contractors or environmental teams. Site control was established on the appropriate state plane zone and vertical in North American Vertical Datum of 1988. Dewberry was able to perform multiple site simultaneously with average turnaround of 45 days.

This project was completed on schedule and within budget.

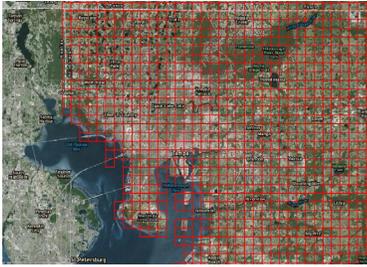


Miscellaneous Surveying and Mapping Services FLORIDA POWER AND LIGHT, PALM BEACH, BREVARD, AND DADE COUNTIES, FLORIDA

Dewberry provided miscellaneous surveying and mapping services to Florida Power and Light. Each project was completed on schedule and within budget. Our assignments included:

- **CLIENT NAME:**
Florida Power & Light
- **CONTACT INFORMATION:**
Daniel Hronec, 561.904.3638,
daniel_hronec@fpl.com
- **PROJECT DATES:**
2000 – 2023
- **CONTRACT VALUE:**
\$16,000,000 (Consultant Fees)
- **RELEVANT STAFF/ROLES:**
Bill Donley, Survey Project Manager |
Bill Hinkle, Surveyor

- Corbett-Sugar-Quarry Transmission Line Survey Phases 1A and 3A. Services performed included geodetic network control utilizing Trimble VRS, FDOT FPRN Networks, and National Geodetic Survey Stations for 12 total miles.
- R/W survey to establish 50 miles existing 500kV transmission right-of-way, state road crossings, and boundaries of the West County Energy Center
- SFWMD Canals: Miami Canal (C-6), Pensucco Canal, L33, L37, C11, L67A, L67C, L68A and C304. We provided design survey of a 12 mile corridor to include sawgrass marsh, existing levees, roadways, ponds and existing utilities. We utilized watercraft for canal cross sectional data and airboat for seven miles of marsh. Dewberry also performed project mapping to depict items noted above together with deed depiction of existing parcels and easements.
- Charlotte to Peachland Transmission Line Services. Performed geodetic network control, LiDAR extraction, design survey, hydrographic surveys, corridor mapping, easement descriptions, construction staking and as-builts for this 17 mile route.



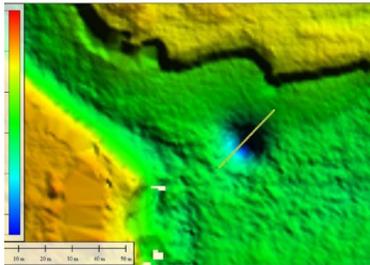
LiDAR Topographic Mapping HILLSBOROUGH COUNTY, FLORIDA

Dewberry provided collection and processing of high-density LiDAR covering Hillsborough County. The LiDAR was collected in 2017 based on a flight plan designed to achieve an aggregate NPS of 16+ ppsm using a Riegl VQ-1560i sensor. All deliverables for this project are compliant with the District's LiDAR Surveying and Mapping Specifications.

Dewberry also provided all field survey control and ground check points for the countywide LiDAR project. Our team was responsible for check point planning, property owner coordination, data acquisition on Statewide VRS Geodetic Network, report preparation and quality control.

This project was completed on schedule and within budget.

- **CLIENT NAME:**
Southwest Florida Water Management District
- **CONTACT INFORMATION:**
Nicole Hewitt, 352.796.7211 ext 4393, nicole.hewitt@swfwmd.state.fl.us
- **PROJECT DATES:**
2017 – 2019
- **CONTRACT VALUE:**
\$995,000 (Consultant Fees)
- **RELEVANT STAFF/ROLES:**
Bill Donley, Survey Project Manager
| Keith Patterson, Project Manager |
Ray Miller, GIS



San Carlo Creek Hydrographic and Sovereign Submerged Lands Survey ST. JOHNS RIVER, JACKSONVILLE, FLORIDA

Dewberry performed a hydrographic survey for San Carlo Creek at the plant intake basin and abutting San Carlo Creek. The objective was to collect existing condition bathometric data for the full creek and up to the mean high water line at the intake bulkhead. This task included the location of the coal conveyor system and existing intake structure for the design of bulkhead remediation and manatee barriers in the creek.

Following construction, Dewberry performed as-builts of the new improvements and created a Sovereign Submerged Lands Easement for acceptance and recordation with FDEP. Survey was performed using single beam sonar and controlled by GPR base and rover RTK linked to National Geodetic Survey monuments in the area as well as conventional survey instrumentation. Survey deliverables were a topographic survey map, contours, mean high water, permanent site control and sovereign submerged lands easement.

This project was completed on schedule and within budget.

- **CLIENT NAME:**
Jacksonville Electric Authority
- **CONTACT INFORMATION:**
Andrew Sears, 904.665.7719, searar@jea.com
- **PROJECT DATES:**
2015 – 2017
- **CONTRACT VALUE:**
\$20,000 (Consultant Fees)
- **RELEVANT STAFF/ROLES:**
Bill Donley, Survey Project Manager



Lake Wales Water System Upgrade POLK COUNTY, FLORIDA

Dewberry provided the survey and design of two phases of potable force main and services within existing residential areas for the City of Lake Wales.

The survey group performed control and right-of-way surveys, as well as, topographic, utility (ASCE Quality Level B field designates), wetland surveys, and SUE for utility design. Potential conflicts and tie in locations were identified and vertical verification holes were established in accordance with ASCE quality Level A Subsurface Utility Engineering guidelines.

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

This project was completed on schedule and within budget.

- **CLIENT NAME:**
City of Lake Wales, FL
- **CONTACT INFORMATION:**
Sarah Kirkland, 863.678.4182 ext. 286, skirkland@lakewalesfl.gov
- **PROJECT DATES:**
2017 – 2017
- **CONTRACT VALUE:**
\$25,000 (Consultant Fees)
- **RELEVANT STAFF/ROLES:**
Bill Donley, Survey Project Manager
Bill Hinkle, Surveyor



District-Wide Surveying and Mapping Contract FDOT, DISTRICT ONE

Dewberry currently holds two district-wide contracts for surveying and mapping for FDOT, District One. These contracts consists of various types of design survey projects for the FDOT Traffic Engineering, Operations, and Engineering Design.

The projects include topographic surveys for sidewalk, lighting, and intersection improvements, and control, R/W, design and utility surveys for interstate and off systems projects. All projects include the determination of the right of ways lines. We've executed 36 to date and they have stretched across 10 of the 12 counties in District One.

This project was completed on schedule and within budget.

- **CLIENT NAME:**
FDOT, District One
- **CONTACT INFORMATION:**
Dan Rutkowski, 863.519.2354, daniel.rutkowski@dot.state.fl.us
- **PROJECT DATES:**
2015 – 2021
- **CONTRACT VALUE:**
\$3,000,000 (Consultant Fees)
- **RELEVANT STAFF/ROLES:**
Bill Donley, Contract Manager
Bill Hinkle, Project Manager

Form 15.0 Client Reference

REFERENCE NO. 1	ORANGE COUNTY PUBLIC WORKS
Address	4200 S John Young Parkway
City, State, zip	Orlando, Florida, 32839
Contact person	William Muscatello, PLS, County Surveyor
Telephone & Email	407.836.7881 william.muscatello@ocfl.net
Dates(s) of Service	January 2018 - January 2023
Type of service	Continuing Services Surveying & Mapping Contract
Comments	Performed on-call survey assignments for Public Works, Parks and Recreation, Corrections, Environmental Protection Division and Real Estate Management.
REFERENCE NO. 2	FLORIDA POWER & LIGHT COMPANY (FPL)
Address	700 Universe Boulevard
City, State, zip	Juno Beach, Florida, 33408
Contact person	Daniel Hronec, PE, Manager of Transmission and Siting
Telephone & Email	561.904.3638 daniel_hronec@fpl.com
Dates(s) of Service	January 2000 – January 2023
Type of service	On-call statewide services that include surveying, geospatial, planning & civil engineering.
Comments	Dewberry has been supporting NextEra/FPL for over 20 years. This includes transmission, distribution, generation, solar, real estate and legal.
REFERENCE NO. 3	CITY OF NEW SMYRNA BEACH
Address	2650 N. Dixie Freeway
City, State, zip	New Smyrna Beach, Florida, 32168
Contact person	Jeff Gove, Senior Planner
Telephone & Email	386.410.2800 jgove@cityofnsb.com
Dates(s) of Service	September 2018-September 2023
Type of service	On-call surveying services
Comments	Primary role is performing plat reviews on behalf of the city in accordance with Ch.177 and City LD Code.

SECTION 6: Forms



FORMS

As noted in the Florida Department of State, Division of Corporations' Sunbiz report, Bill Donley, PSM is a corporate officer and has signature authority for up to \$1 million in estimated total fees.

FLORIDA DEPARTMENT of STATE
DIVISION OF CORPORATIONS



DIVISION of CORPORATIONS
 an official State of Florida website

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name	Title D, EVP	Title Asst. Secretary
Foreign Profit Corporation DEWBERRY ENGINEERS INC.	STONE, DONALD E, JR 8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031	Kline, Laura 520 S. Magnolia Avenue Orlando, FL 32801
<u>Filing Information</u>		
Document Number	F00000007242	
FEI/EIN Number	13-0746510	Title Executive Vice President
Date Filed	12/26/2000	Title VP
State	NY	Pleasant, Dan M
Status	ACTIVE	8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031
Last Event	AMENDMENT	Wilson, Clifford 8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031
Event Date Filed	04/19/2013	Title Assistant Vice President
Event Effective Date	NONE	Title Treasurer
<u>Principal Address</u>	Hasson, Larry 551 Piney Forest Road Danville, VA 24540	Chen, Xiaojing 8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031
8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031		
Changed: 04/27/2012	Title President, Director, CEO	Title Executive Vice President
<u>Mailing Address</u>	Conner, Darren R. 8401 Arlington Boulevard Fairfax, VA 22031	Maxwell, David S. 4805 Lake Brook Drive Suite 200 Glen Allen, VA 23060
8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031		
Changed: 04/27/2012	Title VP	
<u>Registered Agent Name & Address</u>	Knudsen, Kevin 800 N. MAGNOLIA AVE Orlando, FL 32803	Title ASSISTANT SECRETARY
CORPORATION SERVICE COMPANY 1201 HAYS STREET TALLAHASSEE, FL 32301		VUCCI, SARAH 8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031
Name Changed: 05/13/2005	Title Associate VP	
Address Changed: 05/13/2005 <u>Officer/</u>	Hammack, Donald 800 N. Magnolia Avenue Orland, FL 32803	Title DIRECTOR
<u>Director Detail</u>		DEWBERRY, SIDNEY O. 8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031
Name & Address	Title Associate Vice President	
Title S	Donley, William 800 N MAGNOLIA AVE Orlando, FL 32803	<u>Annual Reports</u>
THOMAS, CRAIG N		Report Year Filed Date
8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031		2019 04/19/2019
		2019 04/29/2019
		2020 04/27/2020

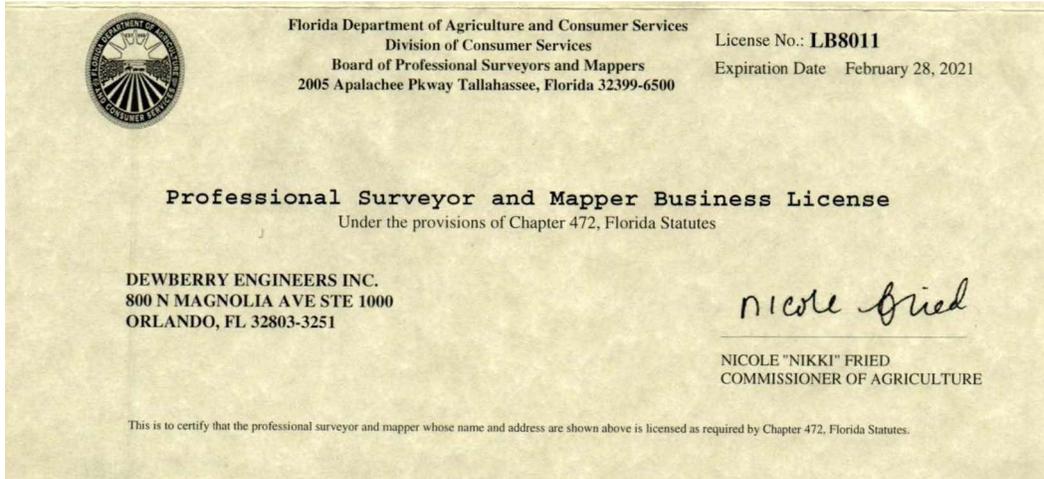
<http://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=Entity...> 5/11/2020

Business Tax Receipt

2019/ 2020					
Volusia County Business Tax Receipt					
Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by: Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938					
	Account # 201309170006		Expires: September 30, 2020		
	Business Location: 110 E INDIANA AV STE 202				
	Business Name: DEWBERRY ENGINEERS INC		Owner Name: DEWBERRY ENGINEERS INC.		
	Mailing Address: 8401 ARLINGTON BLVD. FAIRFAX, VA 22031				
BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX	
Business Service State Lic Req	8794	472	4	\$22.00	
<ul style="list-style-type: none"> ▪ This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations. ▪ The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited. ▪ The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account. 					
THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS					

Volusia County Business Tax Receipt	
Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938	
DATE PAID:	07/29/2019
RECEIPT #:	BT 1-18-0004611
TOTAL TAX:	22.00
PENALTY:	0.00
TOTAL PAID:	22.00
	
Business Name: DEWBERRY ENGINEERS INC Owner Name: DEWBERRY ENGINEERS INC. Mailing Address: 8401 ARLINGTON BLVD. FAIRFAX, VA 22031	
	
Account # 201309170006 Expires: September 30, 2020 Business Location: 110 E INDIANA AV STE 202	
PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS	

Professional Certifications/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.: **LS5381**
Expiration Date February 28, 2021

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

WILLIAM DOUGLAS DONLEY

Nicole Fried

NICOLE "NIKKI" FRIED
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.: **LS4633**
Expiration Date February 28, 2021

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

WILLIAM PAUL HINKLE

Nicole Fried

NICOLE "NIKKI" FRIED
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.: **LS5529**
Expiration Date February 28, 2021

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

SHEILA ANN WARE

Nicole Fried

NICOLE "NIKKI" FRIED
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.

STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE
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.: **LB6748**
Expiration Date February 28, 2021

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

GPI GEOSPATIAL, INC.
3851 E LIVINGSTON ST STE 300
ORLANDO, FL 32803-5045

Nicole Fried
NICOLE "NIKKI" FRIED
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.

State of Florida Department of State

I certify from the records of this office that GPI GEOSPATIAL, INC. is a corporation organized under the laws of the State of Florida, filed on December 29, 2003.

The document number of this corporation is P04000000100.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 9, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twentieth day of January,
2020*



Randy Be
Secretary of State

Tracking Number: 0186678425CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/24/2019

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

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

PRODUCER MARSH USA INC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 CN102736896-7/1-1.1a-19-20	CONTACT NAME: Molly Koch PHONE (A/C, No, Ext): 202-263-6732 FAX (A/C, No): E-MAIL ADDRESS: molly.koch@marsh.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Charter Oak Fire Insurance Company 25615 INSURER B : Travelers Indemnity Co 25658 INSURER C : Travelers Property Casualty Co. Of America 25674 INSURER D : Beazley Insurance Company, Inc. 37540 INSURER E : Lloyd's Of London 1128623 INSURER F :

COVERAGES CERTIFICATE NUMBER: CLE-005442509-30 REVISION NUMBER: 7

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL INS. COV. (INSURED CONTRACTS) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			630-7792B312-COF-19	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<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			810-1N788974-19-43-G	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP / COLL DED. \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$			CUP-4J580377-19-43	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	N/A	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY			V11B5E191001	07/01/2019	07/01/2020	PER CLAIM/AGGREGATE 2,000,000
E	EXCESS PROF. LIABILITY			FINPA1900103	07/01/2019	07/01/2020	PER CLAIM/AGGREGATE 3,000,000

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

CERTIFICATE HOLDER DEWBERRY ENGINEERS INC. 8401 ARLINGTON BLVD. FAIRFAX, VA 22031	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee
--	--

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD © 1988-2016 ACORD CORPORATION. All rights reserved.

13.0 HOLD HARMLESS AGREEMENT:

I, David Maxwell, PE (*print officer/owner's name*), am the officer/owner of Dewberry Engineers Inc. (*print company name*), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

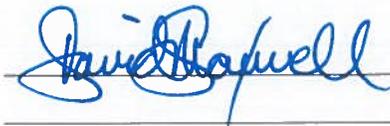
I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County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

On 8th day of May, 2020, the County of Volusia and I or [the above-named business] entered into a contract for Professional Surveying and Mapping Services for the County of Volusia, Florida (please insert name of contract) (hereinafter "Agreement") which is incorporated by reference herein.

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

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

Page 2 of 2: Hold Harmless Agreement

Officer/Owner: David Maxwell, PE (print name)  (signature)

Employee 1: _____ (print name) _____ (signature)

Employee 2: _____ (print name) _____ (signature)

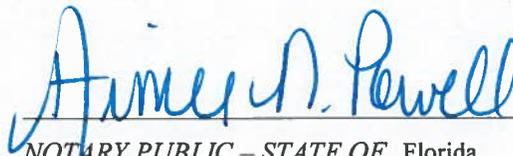
Employee 3: _____ (print name) _____ (signature)

STATE OF Florida

COUNTY OF Orange

Sworn to and subscribed before me this 8th day of May, 2020, by David Maxwell, PE

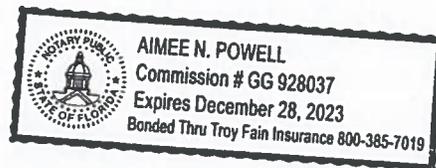
_____ who is/are personally known to me or who has/have produced _____ as identification.


NOTARY PUBLIC – STATE OF Florida

Type or print name:
Aimee N. Powell

Commission No.: GG 928037

Commission Expires: December 28, 2023
(Seal)



6.0 CONFLICT OF INTEREST DISCLOSURE:

I HEREBY CERTIFY that

- I, (printed name) David Maxwell, PE, am the (title) Executive Vice President and the duly authorized representative of the firm of (Firm Name) Dewberry Engineers Inc. whose address is 110 West Indiana Avenue, Suite 202 Deland, FL 32720, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
- Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
- This bid submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

By *David Maxwell* (Signature) Date May 8, 2020

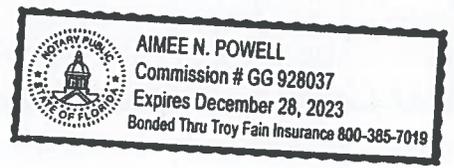
By David Maxwell, PE, Executive Vice President
Corporate Officer Name & Title

STATE OF Florida
COUNTY OF Orange

Sworn to and subscribed before me this 8th day of May, 2020, by David Maxwell, PE, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF Florida
Type or print name: Aimee N. Powell
Aimee N. Powell
Commission No.: GG 928037
Commission Expires: December 28, 2023

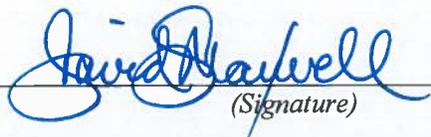
(Seal)



7.0 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, Dewberry Engineers 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 May 8, 2020

By David Maxwell, PE, Executive Vice President
Corporate Officer Name & Title

STATE OF Florida

COUNTY OF Orange

Sworn to/affirmed and subscribed before me this 8th day of May, 2020, by David Maxwell, PE who is personally known to me or who has produced as identification.

NOTARY PUBLIC – STATE OF Florida

Type or print name: Aimee N. Powell

Commission No.: GG 928037

Commission Expires: December 28, 2023

(Seal)



8.0 Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision:

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b): A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a): An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

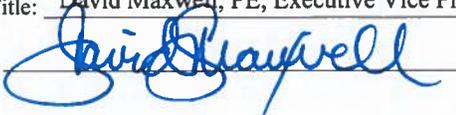
287.134(2)(b): A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

- B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor.
- C. 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.
- D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

Note: Consultant shall complete the "Certification regarding debarment, suspension, and other responsibility matters primary covered transactions (Prime Consultant)" and the "Certification regarding debarment, suspension, ineligibility and voluntary exclusion (Sub-Consultants)."

Name & Title: David Maxwell, PE, Executive Vice President

Date: May 8th, 2020

Signature: 

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. Dewberry Engineers 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) <u>5</u> 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. 8401 Arlington Blvd.	Requester's name and address (optional)
6 City, state, and ZIP code Fairfax, VA 22031	
7 List account number(s) here (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																
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					-	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					-	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
or																
Employer identification number																
1	3	-	0	7	4											
6	5	1	0													

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1/22/20</u>
------------------	----------------------------	-----------------------

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.



**COUNTY OF VOLUSIA
BUSINESS SERVICES DEPARTMENT
PURCHASING & CONTRACTS DIVISION**
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

May 12, 2020

ADDENDUM NO. 1

**RSQ no. 20-SQ-121SR
PROFESSIONAL SURVEYING AND MAPPING SERVICES**

TO: All firms interested in providing the required services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents.

****NOTICE****

Clarifications:

Effective 04/03/2020, Volusia County government offices will be closed to the public. All bids must be submitted via third party (USPS, FedEx, UPS etc.). Any changes to bid submission deadlines will be posted in the form of an addendum. The bid opening will be accessible remotely by the use of the following link:

Join from your computer, tablet or smartphone.
<https://www.gotomeet.me/VolusiaCountyPurchasing>

Access Code: 467-297-821

Questions/Responses:

Question: Is there an evaluation breakdown/point system for this RSQ?

Response: The evaluation criteria is on Section 2.4, page 3. There is no point system for evaluation of request for qualifications.

Question: What weight does D/WBE status hold? The RSQ states it is encouraged but there's no goal given.

Response: There are no weights for D/WBE status.

Question: Is there a local office preference?

Response: Local preference is not required for request for qualifications.

Question: The requirements for Tab 5 read as though the county wants 7 project examples with client references AND an additional 3 client references using form 15 for a total of 8 single sided pages for this section. Can you please clarify?

Response: Tab 5, Similar Projects and References, does not state a quantity of how many projects to include. It does say, "A maximum of eight (8) single-sided pages in this section", plus Section 15.0, Reference form.

Question: In the RSQ on page 16, it states "Tab 2 shall not exceed 9 pages, single-sided". The prime consultant may have a maximum of 5 single sided pages and the subconsultants may have 3 single sided pages for this section. If we do not have a subconsultant, would we be permitted to use the full 8 pages for our project team resumes?

Response: Yes.

Question: For Tab 5 Similar projects and references, is the client reference Form 15.0 excluded from the 8 single sided pages?

Response: No, it is part of the 9 pages.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 1

If there are any questions, I can be reached via telephone at (386) 822-5771 or via E-mail: sresto@volusia.org.

Shaira D. Resto

Shaira D. Resto, MBA, CPPB
Procurement-Contracts Manager
Purchasing and Contracts Division

Please sign and return with proposal

Vendor: Dewberry
Signed by (Name/Position): Amy Cooke, Project Manager
Phone No.: 386-626-2133 Date: 5/26/2020

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE



**COUNTY OF VOLUSIA
BUSINESS SERVICES DEPARTMENT
PURCHASING & CONTRACTS DIVISION**
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

May 15, 2020

ADDENDUM NO. 2

**RSQ no. 20-SQ-121SR
PROFESSIONAL SURVEYING AND MAPPING SERVICES**

TO: All firms interested in providing the required services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents.

****NOTICE****

Questions/Responses:

Question: If a vendor would like to respond only to the request for the optional specialty services of aerial ortho-photography and aerial lidar, can they submit a response to this RSQ?

Response: County is looking for a Firm that can provide all the services stated in the solicitation.

Question: We noticed in section 2.4 Evaluation Criteria that the tabs mentioned here do not correlate with section 4.0 Proposal Requirements. For example: Section 2.4 states - "Professional license, certifications, titles, and accomplishments of staff (Tab 7)" but section 4.0 does not include a Tab 7 and instead asks for licenses/certifications in Tab 6 – Letter C. Can the County confirm which outline should be followed?

Response: It is TAB 6.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 2

If there are any questions, I can be reached via telephone at (386) 822-5771 or via E-mail: sresto@volusia.org.

Shaira D. Resto

Shaira D. Resto, MBA, CPPB
Procurement-Contracts Manager
Purchasing and Contracts Division

Please sign and return with proposal

Vendor: Dewberry
Signed by (Name/Position): David Coche, Project Manager
Phone No.: 386-626-2133 Date: 5/26/2020

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE



**COUNTY OF VOLUSIA
BUSINESS SERVICES DEPARTMENT
PURCHASING & CONTRACTS DIVISION**
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

May 19, 2020

ADDENDUM NO. 3

**RSQ no. 20-SQ-121SR
PROFESSIONAL SURVEYING AND MAPPING SERVICES**

TO: All firms interested in providing the required services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents.

****NOTICE****

Clarifications:

The County is in the process of transitioning to a new e-Bid/RFx software powered by Negometrix, which is a **completely free service for all respondents**. Beginning **May 19, 2020** solicitations will be released electronically through Negometrix in addition to the County website.

Solicitations closing on June 2, 2020 and beyond may be submitted electronically through this online platform, or responses may still be delivered to the County. By using Negometrix, prospective bidders will be provided with all information regarding a bid including addendums and changes to the project requirements.

Registration with Negometrix is free and is required prior to submitting a bid response electronically. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Negometrix Service Desk by calling (724) 888-5294 or by emailing servicedesk.us@negometrix.com

Once your company is registered with Negometrix, you will be able to submit your bid securely, anytime before the bid deadline, at <https://app.negometrix.com/buyer/970> by clicking the PARTICIPATE BUTTON under the solicitation. Bids submitted on Negometrix will remain locked and inaccessible by County purchasing staff until the current bid deadline.

To be notified of future solicitations, register your company at app.negometrix.com.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 3

If there are any questions, I can be reached via telephone at (386) 822-5771 or via E-mail: sresto@volusia.org.

Shaira D. Resto

Shaira D. Resto, MBA, CPPB
Procurement-Contracts Manager
Purchasing and Contracts Division

Please sign and return with proposal

Vendor: Dewberry
Signed by (Name/Position): David Cooke, Project Manager
Phone No.: 386-626-2133 Date: 5/26/2020

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON RESPONSIVE

12.0 DRUG-FREE WORK PLACE:

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

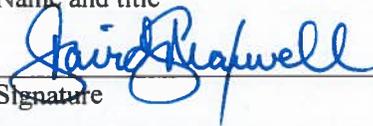
Dewberry Engineers Inc. does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

David Maxwell, PE, Executive Vice President

Name and title



Signature

Dewberry Engineers Inc.

Firm

110 West Indiana Avenue, Suite 202

Street address

Deland, FL 32720

City, State, Zip

May 8, 2020

Date

9.0 Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions:

TO BE COMPLETED BY THE PRIME CONSULTANT

- 1) The prospective primary participant (consultant) certifies to the best of its knowledge and belief, that it and its principals (subconsultants and subcontractors):
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this solicitation 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.
 - (c) 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 paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this solicitation had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation.

David Maxwell, PE, Executive Vice President

Name and title



Signature

Dewberry Engineers Inc.

Firm

110 West Indiana Avenue, Suite 202

Street address

Deland, FL 32720

City, State, Zip

May 8, 2020

Date

10.0 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

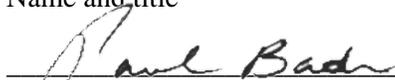
TO BE COMPLETED BY ALL SUB-CONSULTANTS

1. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three (3) 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.
 - c. 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 paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Paul Badr, CP, PLS, PPS, SP - President

Name and title



Signature

GPI Geospatial, Inc. (GPI)

Firm

3051 E. Livingston St.

Street address

Orlando, FL 32810

City, State, Zip

5/19/2020

Date

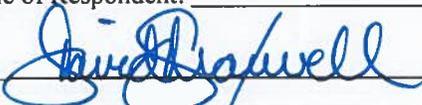
11.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

I hereby certify that neither the undersigned 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 of one million dollars or more, I hereby certify that neither the undersigned 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 undersigned 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 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.

Name of Respondent: David Maxwell, PE

By:  (Authorized Signature)

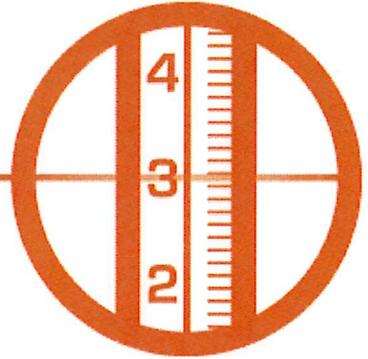
Title: Executive Vice President

Date: May 8, 2020



www.dewberry.com

SLIGER & ASSOCIATES
surveyors



**VOLUSIA COUNTY FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 20-SQ-121SR
PROFESSIONAL SURVEYING AND MAPPING SERVICES FOR THE
COUNTY OF VOLUSIA, FLORIDA**

***SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FL 32127
TEL. 386-761-5385
FAX 386-760-0619***

***TAKING SURVEYING AND MAPPING
TO THE HIGHEST LEVEL***



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

January 23, 2019

RECEIVED

JAN 31 REC'D

SLIGER & ASSOCIATES, INC
3921 NOVA RD
PORT ORANGE, FL 32127-4910

SLIGER & ASSOCIATES, INC

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB3019

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2021.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



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.: **LB3019**

Expiration Date: February 28, 2021

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

SLIGER & ASSOCIATES, INC
3921 NOVA RD
PORT ORANGE, FL 32127-4910

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

"Celebrating 40 Years"

SLIGER & ASSOCIATES
surveyors



June 4, 2020

County of Volusia
Purchasing and Contracts Division
123 West Indiana Avenue, Room 392
DeLand, Florida 32720-4608

Re: RSQ 20-SQ-121SR

Sliger & Associates, Inc. is pleased to submit this request to provide continued Professional Land Surveying Services for the County of Volusia.

Sliger & Associates has successfully served both the public and private sectors throughout Central Florida for over three decades. We are currently under contract with the Cities of Daytona Beach Shores, South Daytona, Daytona Beach, County of Volusia and School Board of Volusia County. We have also provided surveying services for the City of Holly Hill, Deltona and DeLand, as well as many other private and corporate clients.

We maintain a website at www.sligerassociates.com which provides complete company information and provides the ability to order surveys on line 24/7. We can also instantaneously transmit CAD files via the Internet. Sliger & Associates maintains ample professional liability insurance for your peace of mind.

Thank you for allowing us to submit this request to provide continued Professional Land Surveying Services. We look forward to working with you.

Sincerely,

Sliger & Associates Inc.

Clyde O. Van Kleeck Jr., P.L.S.
Secretary

JR/dh



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
SLIGER & ASSOCIATES, INC.

Filing Information

Document Number 657995
FEI/EIN Number 59-1976051
Date Filed 03/05/1980
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 11/12/2019
Event Effective Date NONE

Principal Address

3921 NOVA ROAD
PORT ORANGE, FL 32127

Changed: 11/10/1999

Mailing Address

3921 NOVA ROAD
PORT ORANGE, FL 32127

Changed: 11/10/1999

Registered Agent Name & Address

ZAPERT, JOSEPH E
3921 NOVA RD
PORT ORANGE, FL 32127

Name Changed: 04/04/2006

Address Changed: 04/04/2006

Officer/Director Detail

Name & Address

Title P

ZAPERT, JOSEPH E
3921 NOVA RD
PORT ORANGE, FL 32127

Title OFFICER

BAZILE, DIONE S
3921 NOVA RD
PORT ORANGE, FL 32127

Title S

VAN KLEECK, CLYDE O, JR.
3921 NOVA ROAD
PORT ORANGE, FL 32127

Annual Reports

Report Year	Filed Date
2018	01/22/2018
2019	02/07/2019
2020	01/20/2020

Document Images

01/20/2020 -- ANNUAL REPORT	View image in PDF format
11/12/2019 -- Amendment	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
09/27/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/22/2018 -- ANNUAL REPORT	View image in PDF format
08/28/2017 -- Amendment	View image in PDF format
01/13/2017 -- ANNUAL REPORT	View image in PDF format
03/28/2016 -- ANNUAL REPORT	View image in PDF format
03/23/2015 -- ANNUAL REPORT	View image in PDF format
04/02/2014 -- ANNUAL REPORT	View image in PDF format
04/01/2013 -- ANNUAL REPORT	View image in PDF format
04/13/2012 -- ANNUAL REPORT	View image in PDF format
03/24/2011 -- ANNUAL REPORT	View image in PDF format
04/08/2010 -- ANNUAL REPORT	View image in PDF format
04/14/2009 -- ANNUAL REPORT	View image in PDF format
04/16/2008 -- ANNUAL REPORT	View image in PDF format
04/03/2007 -- ANNUAL REPORT	View image in PDF format
04/04/2006 -- ANNUAL REPORT	View image in PDF format
04/12/2005 -- ANNUAL REPORT	View image in PDF format
04/12/2004 -- ANNUAL REPORT	View image in PDF format
04/03/2003 -- ANNUAL REPORT	View image in PDF format
04/09/2002 -- ANNUAL REPORT	View image in PDF format
04/23/2001 -- ANNUAL REPORT	View image in PDF format
04/22/2000 -- ANNUAL REPORT	View image in PDF format
05/05/1999 -- ANNUAL REPORT	View image in PDF format
04/24/1998 -- ANNUAL REPORT	View image in PDF format
05/23/1997 -- ANNUAL REPORT	View image in PDF format
04/29/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

2020 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 657995

Entity Name: SLIGER & ASSOCIATES, INC.

Current Principal Place of Business:

3921 NOVA ROAD
PORT ORANGE, FL 32127

Current Mailing Address:

3921 NOVA ROAD
PORT ORANGE, FL 32127 US

FEI Number: 59-1976051

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ZAPERT, JOSEPH E
3921 NOVA RD
PORT ORANGE, FL 32127 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 P
Name ZAPERT, JOSEPH E
Address 3921 NOVA RD
City-State-Zip: PORT ORANGE FL 32127

Title OFFICER
Name BAZILE, DIONE S
Address 3921 NOVA RD
City-State-Zip: PORT ORANGE FL 32127

Title S
Name VAN KLEECK, CLYDE O JR.
Address 3921 NOVA ROAD
City-State-Zip: PORT ORANGE FL 32127

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: DIONE S BAZILE

DIRECTOR

01/20/2020

Electronic Signature of Signing Officer/Director Detail

Date

CLYDE O. VAN KLEECK, Jr., PSM #6149
Senior Project Manager

Sliger & Associates Incorporated

Resume

www.sligerassociates.com

E-Mail Address: cvankleeck@sligerassociates.com

Project Role: Surveying Project Manager

Education

1978 Spruce Creek High School, Port Orange, Florida
Continuing Education, 24 Credits every 2 years

Professional Registration/Certifications:

Registered Professional Surveyor & Mapper in Florida #6149

Professional Experience

Mr. Van Kleeck began his Surveying career in 1978 as a Rodman/Chainman. In 1981 he became a Survey Party Chief. In 1985 Mr. Van Kleeck began working at Sliger & Associates, Inc. as a Survey Party Chief. In 1994, he became Field Crew Coordinator & Safety Officer. In 1997 he was promoted to Senior CAD Technician. In July of 2000, Mr. Van Kleeck became a licensed P.S.M.

Total years' experience: 40; Years with Current Firm: 30

Some of his many Projects include:

Mosaic Phase 1A & 1B, Daytona Beach, FL (Construction & Builder Services)
Venetian Bay, All Phases, New Smyrna Beach, FL (Construction & Builder Services)
Waters Edge Subdivision, All Phases, Port Orange, FL (Construction & Builder Services)
Multiple (28) State Road Projects F.D.O.T, (Right-of-Way, Control Map & Design Surveys) Old Kings Elementary School, Flagler County, FL (Boundary Survey)
Bunnell Elementary School, Bunnell, FL (Boundary & Design Survey)
Stone Island Force Main Project, Deltona, FL (Design, As-built & Right-of-Way Surveys)
Pelican Bay Country Club, Daytona Beach, FL (Boundary Survey)
Turnbull Bay Country Club, New Smyrna Beach, FL (Boundary Survey)

JEFF W. BARNES, PSM #5576
Senior Project Manager

Sliger & Associates Incorporated

Resume

www.sligerassociates.com

E-Mail Address: jbarnes@sligerassociates.com

Project Role: Surveying Project Manager

Education

1980 – 1983 A.S., Civil Engineering Technology, Central Florida Community College.

Professional Registration/Certifications:

Professional Surveyor and Mapper in Florida #5576

Professional Experience

Mr. Barnes has 33 years of experience in all areas of surveying, including, right-of-way control surveys, right-of-way maps, right-of-way design surveys, power line transmission corridor surveys, large boundary surveys, government retracement, jurisdictional delineation, tide studies, ordinary and mean high water line surveys, geodetic surveys, construction surveying, survey review, and Chapter 177 review.

Mr. Barnes received his Florida licensure in 1996 and continued to work in the field as a survey crew chief, working mostly on FDOT projects over the next few months. He was transferred to Tallahassee to prepare and manage accusation surveys and Mean High Water Surveys for the Florida Department of Environmental Protection, Division of State Lands, and Bureau of Surveying and Mapping. During this time in Tallahassee he was given a task assignment to review and approve surveys prepared by state contractors. I was then transferred to the Orlando market to be the project surveyor on some FDOT projects including the I-4, Bridge Replacement over the St. Johns River and the Auxiliary Lane project along I-4 through downtown Orlando. He then moved into the Volusia County area working on various projects including but not limited to FDOT, FDOC, FDEP, Volusia County, City of Deltona, City of DeLand, Florida Power and Light, along with various record plats, and site plans for shopping centers, hotels, subdivisions, and various planning activities.

Total years' experience: 33; Years with Current Firm: 6 Months

Some of his many Projects include:

Acting Volusia County Surveyor under contract 2012 to present; City of Daytona Review Services; City of Deland Review Services; Vitrines Memorial Bridge Replacement Survey, (Orange Avenue Bridge); City of Deltona Water Acquisition; Design Survey for Normandy Boulevard East, City of Deltona; Fire Stations Nos. 12, 22, 36, and 41, Volusia County; Riviera Oaks Canine Park, Volusia county Risk Management; and Design Survey of Lowell Corrections Institution, Florida Department of Correction.

JOSEPH E. ZAPERT, PLS #4046
President / Surveying Project Manager

Sliger & Associates Incorporated

Resume

www.sligerassociates.com

E-Mail Address: jzapert@sligerassociates.com

Project Role: Surveying Project Manager

Education

Daytona Beach Junior College 1965-1966, Daytona Beach, FL

Palm Beach Community College 1983 - 1988 Associate Science / Land Surveying
Lake Worth, Florida

Continuing Education. 24 Credits every 2 Years

Professional Training & Qualifications

Mr. Zapert has been with Sliger & Associates for 44 years. He took over as President in 2005. He has decades of experience in residential, construction, and commercial surveying. Joseph is dedicated, hardworking and has not only made a career in surveying, but a lifestyle choice.

Professional Registration/Certifications:

Registered Professional Land Surveyor in Florida #4046

Other Professional Qualifications

Member of Professional Land Surveyors

Member of Volusia County Chapter of Florida Society of Professional Land Surveyors

Some of his many Projects include:

City of Port Orange B-23 Canal Seawall & Dredge Evaluation Survey, Survey to locate the canal seawall and structures within the canal

Harbor Oaks Unit 1 City Parks Survey - Survey to establish and monument the location of city parks along the B-23 Canal

Daytona Beach Shores SR A1A Improvement - Prepare Engineering and design survey, route survey for utility relocation easements

Volusia County Tomoka Farms Road Landfill - Prepare Boundary Survey, topographic survey, as-built surveys, locate wells, utilities, stake and grade ponds, swales and pits. Prepare sketches and description for FPL easements, ground elevations and route survey

MICHAEL S. MURPHY, PSM #6207
Senior Project Manager

Sliger & Associates Incorporated

Resume

www.sligerassociates.com

E-Mail Address: mmurphy@sligerassociates.com

Project Role: Surveying Project Manager

Education

1974 – 1979 Virginia Polytechnic Institute & State University, Blacksburg, Virginia
Continuing Education, 24 Credits every 2 years

Professional Registration/Certifications:

Registered Professional Land Surveyor in Florida #6207

Professional Experience

Mr. Murphy began his Surveying career with Sliger & Associates, Inc. in 1980. He became a Survey Party Chief in 1983. He was research technician for the firm from 1991 – 1996. Mr. Murphy became a P.S.M. on January 22, 2001 and became a Project Manager in November of 2003. Mike Murphy is responsible for much estimating of As-Built Survey Work.

Total years' experience: 34; Years with Current Firm: 34

Some of his many Projects include:

Tomoka Farms Road Waste Treatment, Port Orange Elementary School, Port Orange, FL
Spruce Creek Sidewalk & Utilities, Port Orange, FL (Right-of Way), Port Orange Public Works
Property, Port Orange, FL (Boundary & Topographic Surveys), Depot Project. Port Orange, FL
(Boundary, Topographic & Tree Surveys), Atrium Apartments, Daytona Beach, FL (Boundary
Survey), Wilson's Map of Port Orange, Port Orange, FL (Boundary & Tree Surveys)
Biere's Subdivision, Lots 1-3 and 6-8 (Boundary Survey), River Breeze Park (Specific Purpose
Survey), Lighthouse Point Park, Ponce Inlet, FL (Specific Purpose Survey)
Museum of Arts & Science, Daytona Beach, FL (Boundary, Topographic & Tree Surveys)
Votran, South Daytona, FL Port Orange Riverwalk
Greenway Trails Project Volusia County, Embry Riddle Aeronautical University,
Daytona International Speedway, Daytona State College, Plantation Oaks of Ormond

"Celebrating 40 Years"

SLIGER & ASSOCIATES
surveyors



Financial Stability

This is to certify that Sliger & Associates, Inc. is financially stable and have the necessary resources, human, and financial, to provide the services at the level required by the County of Volusia.

Sliger & Associates, Inc. has been involved in a lawsuit pertaining to company contracts or other company business over the last five (5) years.

In 2016 Sliger & Associates, Inc. requested mediation with Masci Construction, Inc. regarding an attempt to collect unpaid debts. The mediation between Sliger & Associates, Inc. and Masci Construction, Inc. ended with a written agreement signed by both parties releasing any future liability or litigation regarding the dispute. The status of this mediation is closed.

In 2016 Sliger & Associates, Inc. agreed to mediation with Mr. Zachary Stombous regarding an alleged survey error on his home. The mediation between Sliger & Associates, Inc. and Mr. Stombous ended with a written agreement signed by both parties releasing any future liability or litigation regarding the dispute. The status of this mediation is closed.

Sliger and Associates, Inc. has not failed to complete any work in accordance with any contract in the last five (5) years.

Our Dunn & Bradstreet No. 01513547

Certified By: _____

Clyde O. Van Kleeck, Jr., Secretary
Sliger & Associates, Inc.

15.0 CLIENT REFERENCE FORM

Reference No. 1	Parker Mynchenberg & Associates, Inc.
Address	1729 Ridgewood Avenue
City, State, ZIP	Holly Hill, FL 32117
Contact Person	Parker Mynchberg
Telephone & E-mail	(386) 677-6891 pkmyinch@gmail.com
Date(s) of Service	1990's and Ongoing
Type of Service	ALTA, Boundary, Design, Topo Survey
Comments:	Various Projects
Reference No. 2	City of Daytona Beach
Address	301 S Ridgewood Avenue
City, State, ZIP	Daytona Beach, FL 32115-2417
Contact Person	Brent Cohen
Telephone & E-mail	(386) 671-8000 cohen@codb.us
Date(s) of Service	Ongoing Service Contract
Type of Service	Surveys of All Types
Comments:	Various Projects
Reference No. 3	School Board of Volusia County
Address	Post Office Box 2118
City, State, ZIP	DeLand, FL 32721-2118
Contact Person	Sara Lee Morrissey
Telephone & E-mail	(386) 947-8786 Ext. 50772 smorrissey@volusiaK12
Date(s) of Service	Ongoing Service Contract
Type of Service	Various Surveys
Comments:	Various Projects

2019/2020

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938



Account # 198503040012 Expires: September 30, 2020
Business Location: 3921 NOVA RD

Business Name: SLIGER & ASSOCIATES INC
Owner Name: JOSEPH E PRES ZAPERT
Mailing Address: 3921 NOVA ROAD
PORT ORANGE, FL 32127

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Professional	LS4046	461		\$30.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938

DATE PAID: 09/05/2019
 RECEIPT #: BT 1-18-0006224
 TOTAL TAX: 30.00
 PENALTY: 0.00
 TOTAL PAID: 30.00



Business Name: SLIGER & ASSOCIATES INC
Owner Name: JOSEPH E PRES ZAPERT
Mailing Address: 3921 NOVA ROAD
PORT ORANGE, FL 32127



Account # 198503040012 Expires: September 30, 2020
Business Location: 3921 NOVA RD

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS



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

License No.: **LS4046**
Expiration Date February 28, 2021

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

JOSEPH EDWARD ZAPERT
3921 S NOVA RD
PORT ORANGE, FL 32127-4910

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

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



Florida Department of Agriculture and Consumer Services
 Division of Consumer Services
 Board of Professional Surveyors and Mappers
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500
 800HELPFLA(435-7352) or (850) 488-2221

February 28, 2019

JEFFREY WILLIAM BARNES
 1548 EAST SILVER HAMMOCK
 DELAND, FL 32720

SUBJECT: Professional Surveyor and Mapper License # LS5576

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2021.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture
 and Consumer Services
 Board of Professional Surveyors
 and Mappers

LS5576

Professional Surveyor and Mapper
 JEFFREY WILLIAM BARNES

IS LICENSED under the provisions of Ch. 472 FS
 Expiration date: February 28, 2021

Detach Here



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

License No.: LS5576
 Expiration Date: February 28, 2021

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

JEFFREY WILLIAM BARNES
 1548 EAST SILVER HAMMOCK
 DELAND, FL 32720

Nicole Fried
 NICOLE "NIKKI" FRIED
 COMMISSIONER OF AGRICULTURE



Florida Department of Agriculture and Consumer Services
 Division of Consumer Services
 Board of Professional Surveyors and Mappers
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500
 800HEL.PFLA(435-7352) or (850) 488-2221

February 21, 2019

MICHAEL S MURPHY
 3921 S NOVA RD
 PORT ORANGE, FL 32127-9275

SUBJECT: Professional Surveyor and Mapper License # LS6208

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2021.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture
 and Consumer Services
 Board of Professional Surveyors
 and Mappers

LS6208

Professional Surveyor and Mapper
 MICHAEL S MURPHY

IS LICENSED under the provisions of Ch. 472 FS
 Expiration date: February 28, 2021

Detach Here



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

License No.: **LS6208**
 Expiration Date February 28, 2021

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

MICHAEL S MURPHY
 3921 S NOVA RD
 PORT ORANGE, FL 32127-9275

Nicole Fried

NICOLE "NIKKI" FRIED
 COMMISSIONER OF AGRICULTURE



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

License No.: **LS6149**
Expiration Date: February 28, 2021

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

CLYDE ODELL VAN KLEECK JR
3921 S NOVA RD
PORT ORANGE, FL 32127-4910

Nicole Fried

NICOLE "NIKKI" FRIED
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
800HELPFLA(435-7352) or (850) 488-2221

January 23, 2019

RECEIVED

JAN 31 REC'D

SLIGER & ASSOCIATES, INC
3921 NOVA RD
PORT ORANGE, FL 32127-4910

SLIGER & ASSOCIATES, INC

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB3019

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2021.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



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.: **LB3019**

Expiration Date: February 28, 2021

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

SLIGER & ASSOCIATES, INC
3921 NOVA RD
PORT ORANGE, FL 32127-4910

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2020

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 Sihle Insurance Group 1300 S. Woodland Blvd Deland FL 32720	CONTACT NAME: Certificate Dept	FAX (A/C, No): 407-389-3580
	PHONE (A/C, No, Ext): 407-389-8469	E-MAIL ADDRESS: Certificates@sihle.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Sliger & Associates, Inc. 3921 S. Nova Rd. Port Orange FL 32127	INSURER A : American Cas Co of Reading PA	
	INSURER B : Transportation Insurance Company	20494
	INSURER C : Amerisafe	31895
	INSURER D : Beazley Insurance Company	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 550803178

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 <input checked="" type="checkbox"/> XCU, Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		5095029143	10/1/2019	10/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5095029188	10/1/2019	10/1/2020	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AVWCFL283435 2019	10/1/2019	10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liability			V28BCB190101	10/1/2019	10/1/2020	Aggregate Each Claim Deductible	2,000,000 2,000,000 35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: RFQ- 20SQ-121SR, Surveying and Mapping Services
 Volusia County is included as an additional insured with respects to General Liability as required per written contract.

CERTIFICATE HOLDER**CANCELLATION**

County of Volusia
 Purchasing & Contracts
 123 W Indiana Avenue, Suite 203
 Deland FL 32720

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

AUTHORIZED REPRESENTATIVE

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CNA PARAMOUNT

General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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General Liability Extension Endorsement

1. ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through K. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.



General Liability Extension Endorsement

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

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General Liability Extension Endorsement

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage included within the products-completed operations hazard.**

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury or property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
 - a. **bodily injury or property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the **Named Insured**;
 - c. any physical or chemical change in any product made intentionally by such person or organization;
 - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. demonstration, installation, servicing or repair operations, except such operations performed at the such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. **bodily injury or property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph J. does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.



General Liability Extension Endorsement

- 3. This Paragraph J. also does not apply:
 - a. to any vendor specifically scheduled as an additional insured by endorsement to this Coverage Part;
 - b. to any of your products for which coverage is excluded by endorsement to this Coverage Part; nor
 - c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this Coverage Part.

K. Other Person Or Organization

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an **Insured** solely for **bodily injury, property damage or personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- 1. for **bodily injury, property damage, or personal and advertising injury** arising out of the rendering or failure to render any professional service;
- 2. for **bodily injury or property damage** included within the **products-completed operations hazard**; nor
- 3. who is specifically scheduled as an additional insured on another endorsement to this Coverage Part.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS** the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence, offense or claim** only when the **occurrence, offense or claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

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General Liability Extension Endorsement

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

- a. on the effective date of this **Coverage Part**; or
- b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
- B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
- b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.



General Liability Extension Endorsement

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the Insuring Agreement is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

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**Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

- a. add the following:
 - the **Named Insured's employees** are **Insureds** with respect to:



General Liability Extension Endorsement

(1) **bodily injury** to a co-employee while in the course of the co-employee's employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-volunteer worker while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. **LEGAL LIABILITY – DAMAGE TO PREMISES**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph (6) of the **Damage to Property** exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the

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General Liability Extension Endorsement

owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

- C. **LIMITS OF INSURANCE** is amended to delete Paragraph 6. (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

- a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and
- b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$200,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

- D. The **Other Insurance** Condition is amended to delete Paragraph b.(1)(a)(ii), and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

- E. This Provision 11. does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C - Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: _____ ; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

- B. Under **COVERAGES, Coverage C – Medical Payments**, the **Insuring Agreement** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:



General Liability Extension Endorsement

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

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General Liability Extension Endorsement

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSUREDS** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

- (1) that the **Insured** would have in the absence of the contract or agreement; or
- (2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:
 - (a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and
 - (b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:
 - d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;
2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will



General Liability Extension Endorsement

not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

D. This PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY Provision does not apply if Coverage B -Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

17. PROPERTY DAMAGE – ELEVATORS

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this PROPERTY DAMAGE – ELEVATORS Provision, the Other Insurance conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended as follows:

A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and

B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named Insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

20. WAIVER OF SUBROGATION - BLANKET

Under CONDITIONS, the Transfer Of Rights Of Recovery Against Others To Us Condition is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the Named Insured's ongoing operations; or
2. your work included in the products-completed operations hazard.

However, this waiver applies only when the Named Insured has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this Coverage Part; and
2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

20020004350950291432921



6.0 CONFLICT OF INTEREST DISCLOSURE:

I HEREBY CERTIFY that

1. I, (printed name) Clyde O. Van Kleeck, Jr., am the (title) Secretary and the duly authorized representative of the firm of (Firm Name) Sliger & Associates Inc. whose address is 3921 Nova Rd/. Port Orange, FL, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This bid submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

By 
(Signature)

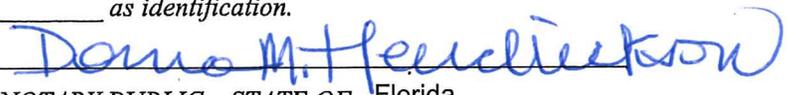
Date 06/04/2020

By Clyde O. Van Kleeck, Jr., Secretary
Corporate Officer Name & Title

STATE OF Florida

COUNTY OF Volusia

Sworn to and subscribed before me this 4th day of June, 2020, by Clyde O. Van Kleeck, Jr., who is personally known to me or who has produced _____ as identification.

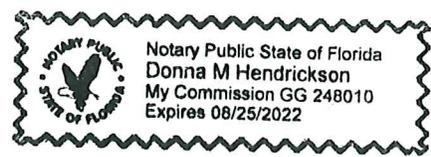

NOTARY PUBLIC – STATE OF Florida

Type or print name:
Donna M. Hendrickson

Commission No.: GG-248010

Commission Expires: 08/25/2022

(Seal)



7.0 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:

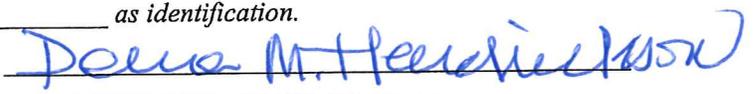
The firm, Sliger & Associates Inc., warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, 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  Date 05/28/2020
(Signature)

By Clyde O. Van Kleeck, Jr., Secretary
Corporate Officer Name & Title

STATE OF Florida
COUNTY OF Volusia

Sworn to/affirmed and subscribed before me this 4th day of June, 2020, by Clyde O. Van Kleeck, Jr., who is personally known to me or who has produced _____ as identification.


NOTARY PUBLIC - STATE OF Florida

Type or print name:
Donna M. Hendrickson

Commission No.: GG-1248010

Commission Expires: 08/25/2020

(Seal)



8.0 Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision:

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b): A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a): An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

287.134(2)(b): A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

- B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor.
- C. 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.
- D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

Note: Consultant shall complete the "Certification regarding debarment, suspension, and other responsibility matters primary covered transactions (Prime Consultant)" and the "Certification regarding debarment, suspension, ineligibility and voluntary exclusion (Sub-Consultants)."

Name & Title: Clyde O. Van Kleeck, Jr., Secretary

Date: 06/04/2020

Signature: 

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. Sliger & Associates	
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"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <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. 3921 Nova Road	Requester's name and address (optional)
6 City, state, and ZIP code Port Orange FL 32127	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
5	9	-	1	9	7	6	0	5	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶	Date ▶ <u>6/4/2020</u>
------------------	----------------------------	------------------------

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.



**COUNTY OF VOLUSIA
BUSINESS SERVICES DEPARTMENT
PURCHASING & CONTRACTS DIVISION**
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

May 12, 2020

ADDENDUM NO. 1

**RSQ no. 20-SQ-121SR
PROFESSIONAL SURVEYING AND MAPPING SERVICES**

TO: All firms interested in providing the required services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents.

****NOTICE****

Clarifications:

Effective 04/03/2020, Volusia County government offices will be closed to the public. All bids must be submitted via third party (USPS, FedEx, UPS etc.). Any changes to bid submission deadlines will be posted in the form of an addendum. The bid opening will be accessible remotely by the use of the following link:

Join from your computer, tablet or smartphone.
<https://www.gotomeet.me/VolusiaCountyPurchasing>

Access Code: [467-297-821](tel:467-297-821)

Questions/Responses:

Question: Is there an evaluation breakdown/point system for this RSQ?

Response: The evaluation criteria is on Section 2.4, page 3. There is no point system for evaluation of request for qualifications.

Question: What weight does D/WBE status hold? The RSQ states it is encouraged but there's no goal given.

Response: There are no weights for D/WBE status.

Question: Is there a local office preference?

Response: Local preference is not required for request for qualifications.

Question: The requirements for Tab 5 read as though the county wants 7 project examples with client references AND an additional 3 client references using form 15 for a total of 8 single sided pages for this section. Can you please clarify?

Response: Tab 5, Similar Projects and References, does not state a quantity of how many projects to include. It does say, "A maximum of eight (8) single-sided pages in this section", plus Section 15.0, Reference form.

Question: In the RSQ on page 16, it states "Tab 2 shall not exceed 9 pages, single-sided". The prime consultant may have a maximum of 5 single sided pages and the subconsultants may have 3 single sided pages for this section. If we do not have a subconsultant, would we be permitted to use the full 8 pages for our project team resumes?

Response: Yes.

Question: For Tab 5 Similar projects and references, is the client reference Form 15.0 excluded from the 8 single sided pages?

Response: No, it is part of the 9 pages.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 1

If there are any questions, I can be reached via telephone at (386) 822-5771 or via E-mail: sresto@volusia.org.

Shaira D. Resto

Shaira D. Resto, MBA, CPPB
Procurement-Contracts Manager
Purchasing and Contracts Division

Please sign and return with proposal

Vendor: SLIGER ASSOCIATES, INC.
Signed by (Name/Position):  C. DiVANKLEECK JR., SECRETARY
Phone No.: 386-761-5385 Date: 6/4/2020

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE



**COUNTY OF VOLUSIA
BUSINESS SERVICES DEPARTMENT
PURCHASING & CONTRACTS DIVISION**
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(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

May 15, 2020

ADDENDUM NO. 2

**RSQ no. 20-SQ-121SR
PROFESSIONAL SURVEYING AND MAPPING SERVICES**

TO: All firms interested in providing the required services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents.

****NOTICE****

Questions/Responses:

Question: If a vendor would like to respond only to the request for the optional specialty services of aerial ortho-photography and aerial lidar, can they submit a response to this RSQ?

Response: County is looking for a Firm that can provide all the services stated in the solicitation.

Question: We noticed in section 2.4 Evaluation Criteria that the tabs mentioned here do not correlate with section 4.0 Proposal Requirements. For example: Section 2.4 states - "Professional license, certifications, titles, and accomplishments of staff (Tab 7)" but section 4.0 does not include a Tab 7 and instead asks for licenses/certifications in Tab 6 – Letter C. Can the County confirm which outline should be followed?

Response: It is TAB 6.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 2

If there are any questions, I can be reached via telephone at (386) 822-5771 or via E-mail: sresto@volusia.org.

Shaira D. Resto

Shaira D. Resto, MBA, CPPB
Procurement-Contracts Manager
Purchasing and Contracts Division

Please sign and return with proposal

Vendor: SLIGERS ASSOCIATES, INC.

Signed by (Name/Position):  CLYDE O. VAN KLEECK JR., SECRETARY

Phone No.: 386-761-5385 Date: 6/4/2020

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE



COUNTY OF VOLUSIA
BUSINESS SERVICES DEPARTMENT
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

May 19, 2020

ADDENDUM NO. 3

**RSQ no. 20-SQ-121SR
PROFESSIONAL SURVEYING AND MAPPING SERVICES**

TO: All firms interested in providing the required services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents.

****NOTICE****

Clarifications:

The County is in the process of transitioning to a new e-Bid/RFx software powered by Negometrix, which is a **completely free service for all respondents**. Beginning **May 19, 2020 solicitations** will be released electronically through Negometrix in addition to the County website.

Solicitations closing on **June 2, 2020** and beyond **may** be submitted electronically through this online platform, or responses may still be delivered to the County. By using Negometrix, prospective bidders will be provided with all information regarding a bid including addendums and changes to the project requirements.

Registration with Negometrix is free and is required prior to submitting a bid response electronically. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Negometrix Service Desk by calling (724) 888-5294 or by emailing servicedesk.us@negometrix.com

Once your company is registered with Negometrix, you will be able to submit your bid securely, anytime before the bid deadline, at <https://app.negometrix.com/buyer/970> by clicking the PARTICIPATE BUTTON under the solicitation. Bids submitted on Negometrix will remain locked and inaccessible by County purchasing staff until the current bid deadline.

To be notified of future solicitations, register your company at app.negometrix.com.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 3

If there are any questions, I can be reached via telephone at (386) 822-5771 or via E-mail: sresto@volusia.org.

Shaira D. Resto

Shaira D. Resto, MBA, CPPB
Procurement-Contracts Manager
Purchasing and Contracts Division

Please sign and return with proposal

Vendor: SLICER ASSOCIATES, INC.
Signed by (Name/Position): *[Signature]* CLYDE D. VAN KLEECK JR., SECRETARY
Phone No.: 386-761-5385 Date: 6/4/2020

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE

12.0 DRUG-FREE WORK PLACE:

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

Sliger & Associates Inc. does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Clyde O. Van Kleeck, Jr., Secretary
Name and title


Signature

Sliger & Associates Inc.
Firm

3921 Nova Road
Street address

Port Orange, FL 32127
City, State, Zip

06/04/2020
Date

9.0 Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions:

TO BE COMPLETED BY THE PRIME CONSULTANT

- 1) The prospective primary participant (consultant) certifies to the best of its knowledge and belief, that it and its principals (subconsultants and subcontractors):
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this solicitation 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.
 - (c) 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 paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this solicitation had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation.

Clyde O. Van Kleeck, Jr., Secretary

Name and title



Signature

Sliger & Associates Inc.

Firm

3921 Novca Road

Street address

Port Orange, FL 32127

City, State, Zip

06/04/2020

Date

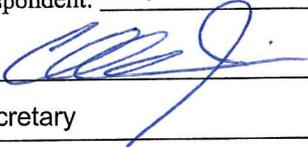
11.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

I hereby certify that neither the undersigned 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 of one million dollars or more, I hereby certify that neither the undersigned 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 undersigned 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 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.

Name of Respondent: Clyde O. Van Kleeck, Jr.

By:  (Authorized Signature)

Title: Secretary

Date: 06/04/2020

ORIGINAL

RSQ No. 20-SQ-121SR

2020

PROFESSIONAL SURVEYING AND MAPPING
SERVICES FOR THE COUNTY OF VOLUSIA, FLORIDA



Lee H. Dowst, PLS

Mark Dowst & Associates, Inc.

5/22/2020

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Services for the County of Volusia, Florida*



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Ms. Shaira D. Resto, Procurement / Contracts Manager
County of Volusia
Purchasing and Contracts Division
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608



RE: Surveying and Mapping Services for the County of Volusia, Florida

Dear Selection Committee,

We appreciate the opportunity to provide our statement of qualifications for professional land surveying services and look forward to the opportunity to assist the County of Volusia with all its surveying needs. Thank you very much for your time and consideration.

I attest that all information contained herein is current and factual and that all firms on the proposed team agree to work on the project together. I am the individual authorized to obligate and bind Mark Dowst & Associates, Inc.

Mark S.. Dowst, PE, President
mdowst@mdaeng.com
Mark Dowst & Associates, Inc.
536 North Halifax Avenue, Suite 100
Daytona Beach, Florida 32118
Office: (386) 258-7999 / Fax: (386) 257-4310
www.mdaeng.com

Respectfully submitted,
Mark Dowst & Associates, Inc.

A handwritten signature in blue ink, appearing to read "Mark S. Dowst", followed by a long horizontal flourish.

Mark S. Dowst, PE, President

The primary point of contact for this contract will be:

Lee A. Thibodeau, Survey Project Manager
lthibodeau@mdaeng.com
Mark Dowst & Associates, Inc.
536 North Halifax Avenue, Suite 100
Daytona Beach, Florida 32118
Office: (386) 258-7999 / Mobile: (386) 310-9526 / Fax: (386) 257-4310
www.mdaeng.com



Company Profile/History

Founded in 1986, **Mark Dowst and Associates, Inc.** (MDA) has become a leading full service, professional engineering and surveying firm providing complete site design and permitting services throughout central Florida. Located in the City of Daytona Beach since its inception, the firm has extensive

experience in the design and permitting of commercial site plans, residential projects, industrial facilities, parking lots, storm water facilities, water and sewer systems, roadways, recreational facilities, and subdivisions. Critical to the success and timely approval of projects, we offer a comprehensive background in permitting, with local county, staff, and federal agencies. As an added dimension, in-house professional land surveying is also available to provide vitally important services such as boundary, topographic, utility and right-of-way surveying, wetland line location, preparation of legal descriptions, right-of-way easements, and record platting. Our integrated survey department allows our team to provide a total coordinated service.

Mark Dowst and Associates, Inc professional staff of engineers, planners, and surveyors work as a project team to shape the urban and rural environments.

Our team is equipped with the latest technology and tools, helping us provide quality civil engineering services for development projects, including site plans, subdivisions, street planning, water and sewer systems, storm and flood systems, and construction drawings, as well as zoning, permitting, land planning, and site feasibility investigations.

Civil Engineering

Mark Dowst and Associates, Inc. has provided professional Civil Engineering services to private developers and government agencies throughout Florida. We have established solid working relationships with a number of community leaders, large developers, regional homebuilders and corporations. Our primary focus is on understanding each project's issues throughout its life, from concept through construction and beyond, all while listening to the clients' specific needs. By thinking outside of the box and paying attention to detail, we can provide benefits to our clients by anticipating problems and providing solutions before construction begins.

Land Surveying

Mark Dowst and Associates land surveying brings together the latest innovations in conventional and GPS technology to provide a complete suite of land surveying solutions. All successful land development projects rely on accurate survey data. To that end, we use highly skilled field technicians and licensed Land Surveyors to provide fast, accurate and comprehensive boundary and topographical data. To ensure seamless transition from the design phase to the construction phase, our survey crews can also perform all project associated construction staking. Additional land surveying services include ALTA/NSPS Land Title Surveys, Subdivision Platting, Boundary, Topographic, Tree Location, Wetland, Route, and Utility Surveys, as well as Easement Surveys, Boundary Resolution, and the preparation of all supporting legal descriptions and drawings.

Land Planning

Our Approach to Land Planning is Different.

Mark Dowst and Associates, Inc. land planning philosophy is simple: Create places where people want to live, work, and play. We believe in creating places that are environmentally sensitive, balanced, and sustainable places where people can easily interact and build communities; places that are as unique and varied as the environments in which we work.

Designation of Legal Entity

Mark Dowst & Associates, Inc. operates as a corporation in the state of Florida as described in the below report from www.sunbiz.com and does business throughout the State of Florida.

Florida Profit Corporation

MARK DOWST AND ASSOCIATES, INC.

Filing Information

Document Number H94078
FEI/EIN Number 59-2634631
Date Filed 01/13/1986
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 01/17/2017

Principal Address

536 N HALIFAX AVE.
STE. 100
DAYTONA BEACH, FL 32118

Changed: 03/09/2004

Mailing Address

536 N HALIFAX AVE.
STE. 100
DAYTONA BEACH, FL 32118

Changed: 03/09/2004

Registered Agent Name & Address

Dowst, Mark
536 N HALIFAX AVE.
SUITE 100
DAYTONA BEACH, FL 32118

Name Changed: 01/17/2017

Address Changed: 03/23/2006

Officer/Director Detail Name & Address

Title PTS

DOWST, MARK S
536 N. HALIFAX AVENUE
DAYTONA BEACH, FL 32118

Title VP

JONES, KENNETH R
536 NORTH HALIFAX AVENUE,
SUITE 100
DAYTONA BEACH, FL 32118

Ownership Interest: Mark S. Dowst

Active Business Venues: Volusia, Brevard and Flagler Counties

Present Status & Projected Direction of Business: Currently Mark Dowst & Associates, Inc. operates as a full service professional civil engineering and surveying firm working with private, commercial and government entities and continues to strive to increase our knowledge, skills and client base to insure a productive future for our company and clients, past, present and future.



Overall Qualifications

Mark Dowst and Associates clients have included an assortment of industrial and commercial facilities, institutional/nursing home developments, hospitals, medical offices, educational facilities, retail shopping centers, multi-storied condominiums and resort hotel/motel/time share developments. Our clients are provided with full service project management, civil design, landscape design, surveying and permitting through the applicable local, state and federal regulatory agencies. Included in these projects are various large retail shopping centers, including the International Speedway Square Center, The Best Buy Center, and Ormond Towne Square. Other municipality related projects we have completed are the Port Orange City Center, a multi use development including the Palmer Chiropractic College facility, Ormond Beach Police Department and the Ormond Beach Wilmette Fire Station. Most recently we have provided the engineering design and surveying services for the Florida Memorial Hospital, designing and permitting a 134 acre, 12 stories, 356 bed hospital campus with a motel, daycare center, YMCA facility, oncology center and various outpatient medical offices. Our experience also includes large multi-story resorts, beachside motels, and condominium projects with multi-use amenity areas and marinas. These projects contained multiple phases including the civil design, permitting and construction survey services for the 1,000 unit Marina Grande Condominium project, the Harbour Village multi story condominiums and marina phase, the Links Golf Course and Condominiums phase, and the Oceans Beach Club phase.

Project design documentation is developed by our in-house technicians utilizing AutoCAD software to provide the client with a final product deliverable in both hard copy and/or electronic media if requested. Our technicians have extensive engineering support experience and work a project from origination to its completion. Extensive use of the latest in computer generation and production equipment allows the Mark Dowst and Associates Team to operate at peak efficiency. Field data is collected utilizing Global Positioning System, Total Stations as well as Robotic Total Stations equipped with data collectors with up-to-date data collection software. Data is reduced and formatted for seamless integration into the surveying process.

Project Cost Analysis and Cost Controls are another very important aspect of a project we take very seriously. Each project is monitored by our Accounting Staff from start to finish assuring the client that their project is maintained within costs.

Our firm has a long standing working relationships with Biological Consulting firms, Geotechnical Engineering firms, Traffic Engineering firms, and Land Use Attorneys. These on-going relationships help us to provide our Client with the coordination imperative to a smoothly managed project, delivered on-time and within budget.

Our Team, therefore, includes a group not only from within our own office but the professionals from other areas of a project that, working together, make up a total design team, dedicated to one Client. We recognize that the most important member of our Team is the Client. We have found that the best results are achieved when the client actively participates throughout the design process. The background data is better, unacceptable ideas are quickly discarded, goals of the projects are always present, and the product better meets the Client's needs and expectations.

* Please see Tab 2 for team member qualifications.

Project Team-Prime Consultant



Lee H. Dowst, P.E., P.L.S.
Project Engineer/Surveyor

536 North Halifax Avenue
Suite 100
Daytona Beach, Florida 32118
Phone:(386) 258-7999
ldowst@mdaeng.com

Design Engineering,
Conceptual Plans, Permitting,
Construction, Design Review,
Elevation Certificates,
AutoCAD Civil 3D, Storm CAD,
ARC GIS, Adobe, MS Office,

University of Florida
BS - Civil Engineering 1996

24 Years with Mark Dowst &
Associates, Inc.

P.E. - #58597
PLS - FL - #6860

Florida Engineering Society
Member of Chi Epsilon,
Chapter of the National Civil
Engineering Honors Society

Lee serves as a Professional Engineer and Professional Land Surveyor for Mark Dowst & Associates, Inc. and offers over 20 years of experience in engineering and 8 years experience in surveying and mapping. With his diverse and extensive experience, he has successfully managed projects for both private, and commercial projects. These projects include design engineering services, conceptual planning, permitting, construction, design review, and elevation certificates. His knowledge of conventional survey practices and engineering experience makes him an asset to any project.

Project Experience

Beacon Apartments, New Smyrna Beach, FL - Prepare Boundary, Topographic and Tree Location Survey, Construction Staking, Elevation Certificates, As-Builts and Utility Easements.

Ortona Elementary Schools, Daytona Beach, FL - Prepare Boundary, Topographic and Tree Location Surveys.

Consolidated Tomoka Land Company, Daytona Beach, FL - Prepare ALTA/NSPS Land Title Boundary Survey of the North and South LPGA Golf Course Boundaries.

Turnbull Trace, New Smyrna Beach, FL - Prepared Boundary and Mean High Water Line Survey to support engineering efforts for residential and commercial development.

Ocean Breeze Club Hotel, Daytona Beach, FL - Prepared Boundary, Mean High Water Line, Topographic, and Tree Surveys along the Coastal Construction Control Line (CCCL). DEP permitting and redesign of site to incorporate DEP restraints and requirements.

Turnbull Trace, New Smyrna Beach, FL - Prepared Boundary and Mean High Water Line Survey to support engineering efforts for residential and commercial development

Links Condominium and Golf Course - DEP permitting and redesign of site to incorporate DEP restraints and requirements. Construction services including shop drawing review, engineering inspections, redesign to incorporate construction change orders and processing through the Town of Ponce Inlet for approvals.

Port Orange City Center- Shop drawing review and storm water management analysis.



Kenneth R. Jones, PLS
Project Surveyor, Vice
President

536 North Halifax Avenue
Suite 100
Daytona Beach, Florida 32118
Phone:(386) 258-7999
kjones@mdaeng.com

Boundary/Topographic/Tree
Surveys, Route Surveys,
Specific Purpose Surveys,
ALTA/NSPS Land Title Surveys,
Sketch of Descriptions,
Control Mapping, Platting,
Control Mapping, As-Built
Surveys, AutoCAD & AutoCAD
Civil 3D, Microsoft Office,
Adobe, GPS, Total Station

DeLand High School

Over 49 Years Experience

15 Years with Mark Dowst &
Associates, Inc.

Ken serves as Vice President and Professional Land Surveyor for Mark Dowst & Associates, Inc. and offers over 49 years of experience in surveying and mapping. With his diverse and extensive experience, he has successfully managed projects for both private, and commercial projects. These projects range from control surveys, boundary surveys, topographic surveys, tree surveys, as-built surveys, utility surveys, jurisdictional wetland surveys, platting, construction layout, and PD&E survey support. His ability to utilize advanced survey technology, equipment and software, combined with many years of conventional survey experience allows him to provide the most accurate cost effective and time saving estimates to meet the needs of any survey project.

Project Experience

Coronado Island Marine Village, New Smyrna Beach, FL - Prepared Boundary, Mean High Water Line, Topographic, and Tree Surveys for redevelopment into a marina, hotel and restaurant complex.

Turnbull Trace, New Smyrna Beach, FL - Prepared Boundary and Mean High Water Line Survey to support engineering efforts for residential and commercial development.

Hard Rock Hotel, Daytona Beach, FL- Prepared vacant Boundary and Mean High Water Line Survey along the Coastal Construction Control Line.

Daytona Mitsubishi, Daytona Beach, FL- Prepared Boundary Surveys and As-Built Surveys.

Miami Corp-Farmton, Volusia & Brevard Counties, FL - Surveyed perimeter of 59,000 +/- acre property to prepare exhibits based on field surveyed data. This included Mitigation Areas and Conservation Easements, Farmton Water and Waste Water Territories, Deering Parkway Extension at C.R. 5A, and generate Boundary Surveys for SJRWMD for North Mitigation Removal Areas.

Concordis Adult Assisted Living Facility, New Smyrna Beach, FL - Prepare Boundary, Topographic and Tree Survey, exhibit to illustrate overlap in deeds, as well as construction staking.

Destination Daytona, Ormond Beach, FL - Prepare Boundary Surveys of Harley Davidson, Love's Truck Plaza and Giant Recreation World.

Sabal Lakes Subdivision, New Smyrna Beach, FL - Prepare Boundary Survey and Plat (M.B. 56, Pgs. 163-172)

Brown's Landing, Volusia County, FL - Prepare Boundary, Topographic and Tree Survey, Wetland Survey and Plat.



Lee A. Thibodeau
Survey Project Manager

536 North Halifax Avenue
Suite 100
Daytona Beach, Florida 32118
Phone:(386) 258-7999
ldowst@mdaeng.com

Boundary//Topographic/Tree/
Weland/Mean High Water
Line Surveys, Route Surveys,
Specific Purpose Surveys,
ALTA/NSPS Land Title Surveys,
Platting, As-Built Surveys,
Right-of-Way Mapping, Sketch
of Descriptions, AutoCAD,
Microstation/Geopak, EFB,
Microsoft Office, ArcGIS

DeLand High School
Daytona State College
 Computer Aided Drafting
 & Design Technologies
Valencia State College
 Criminal Justice
United States Army
 Bridge Crew Member
 Sentinel Radar Operator

20 Years Experience

4 Years with Mark Dowst &
Associates, Inc.

Lee serves as the Survey Project Manager for Mark Dowst & Associates, Inc. He offers over 20 years of experience in surveying and mapping. He is responsible for project management and coordination for all survey related office and field operations. His experience includes project setup, estimates and proposals, field crew management, survey equipment and supply procurement, preparing a wide range of surveys from boundary, topographic, tree location, specific purpose, wetland line, mean high/ordinary high water line, ALTA/NSPS Land Title surveys, as-built, route, and utility surveys, SUE, platting, sketch of descriptions, control mapping, data base setup, peer review and QC/QA of deliverables. With his diverse and extensive experience, he has successfully managed projects for both private, and commercial entities. He has worked closely with project engineers and project surveyors to provide the most accurate information possible to deliver a quality product.

Project Experience

MAX Daytona Condominiums, Daytona Beach, FL - Prepared Boundary, Mean High Water Line, Topographic, and Tree Surveys along the Coastal Construction Control Line (CCCL).

Beacon Apartments, New Smyrna Beach, FL - Prepare Boundary, Topographic and Tree Location Survey, Construction Staking, Elevation Certificates, As-Built and Utility Easements.

Ortona Elementary Schools, Daytona Beach, FL - Prepare Boundary, Topographic and Tree Location Surveys.

Consolidated Tomoka Land Company, Daytona Beach, FL - Prepare ALTA/NSPS Land Title Boundary Survey of the North and South LPGA Golf Course Boundaries.

Ocean Breeze Club Hotel, Daytona Beach, FL - Prepared Boundary, Mean High Water Line, Topographic, and Tree Surveys along the Coastal Construction Control Line (CCCL).

One Daytona, Daytona Beach, FL - Prepare Boundary Surveys of Hotel and Apartment Sites, Formboard/Foundation Surveys, As-Built, Sketch and Descriptions, and construction staking.

Coronado Island Marine Village, New Smyrna Beach, FL - Prepared Boundary, Mean High Water Line, Topographic, and Tree Surveys for redevelopment into a marina, hotel and restaurant complex.

Turnbull Trace, New Smyrna Beach, FL - Prepared Boundary and Mean High Water Line Survey to support engineering efforts for residential and commercial development.

Florida Power & Light Company, Port Orange, FL - Prepare 13 Mile Route Survey, to include Topographic, Tree and Power Pole Details, as well as Utility Easements and Substation Site Boundary Surveys.



Willard "Skip" Campbell
Survey Crew Chief

536 North Halifax Avenue
Suite 100
Daytona Beach, Florida 32118
Phone:(386) 258-7999
mdaeng.crew1@gmail.com

Survey Crew Chief in charge of
2-4 man crew, Boundary,
Topographic, Tree, As-Built,
Route and ALTA/NSPS Land
Title Surveys, Survey Mapping
and Construction Staking

Merritt Island High School
Brevard Community College

33 Years Survey Experience

23 Years with Mark Dowst &
Associates, Inc.

Skip serves as a Survey Crew Chief for Mark Dowst & Associates, Inc. and offers over 33 years of experience in land surveying. With his diverse and extensive experience, he has successfully managed his crew for both private, and commercial projects. His project experience includes boundary, topographic, tree, wetland, mean high/ordinary water line, safe upland line, ALTA/NSPS Land Title, route, as-built, specific purpose, and control surveys, platting and construction layout. With his many years of experience and knowledge, he can efficiently run and maintain a productive crew in order to complete task and stay within project budgets.

Project Experience

MAX Daytona Condominiums, Daytona Beach, FL - Prepared Boundary, Mean High Water Line, Topographic, and Tree Surveys along the Coastal Construction Control Line (CCCL).

Beacon Apartments, New Smyrna Beach, FL - Prepare Boundary, Topographic and Tree Location Survey, Construction Staking, Elevation Certificates, As-Builts and Utility Easements.

Ortona Elementary Schools, Daytona Beach, FL - Prepare Boundary, Topographic and Tree Location Surveys.

Consolidated Tomoka Land Company, Daytona Beach, FL - Prepare ALTA/NSPS Land Title Boundary Survey of the North and South LPGA Golf Course Boundaries.

Turnbull Trace, New Smyrna Beach, FL - Prepared Boundary and Mean High Water Line Survey to support engineering efforts for residential and commercial development.

Isles at Venetian Bay, New Smyrna Beach, FL - Prepare Boundary Survey. Locate all pertinent field monumentation and improvements, platting and construction staking

Destination Daytona, Ormond Beach, FL - Prepare Boundary Surveys of Harley Davidson, Love's Truck Plaza and Giant Recreation World. Locate all pertinent field monumentation to establish boundary, locate improvements, and construction staking.

Miami Corp-Farmton, Volusia & Brevard Counties, FL - Field surveyed perimeter of 59,000 +/- acre property to help assist with exhibit preparations. This included Mitigation Areas and Conservation Easements, Farmton Water and Waste Water Territories, Topographic Survey of Deering Parkway Extension at C.R. 5A, Topographic Survey of S.R. 442 extension, and Boundary Surveys for SJRWMD of the North Mitigation Removal Areas.

One Daytona, Daytona Beach, FL - Prepare Boundary Surveys of Hotel and Apartment Sites, Formboard/Foundation Location Surveys, set site control, utility as-builts, and construction staking.



Isaac R. Ottaviani
Survey Crew Chief

536 North Halifax Avenue
Suite 100
Daytona Beach, Florida 32118
Phone:(386) 258-7999
mdaeng.crew2@gmail.com

Survey Crew Chief in charge of
2-4 man crew, Boundary,
Topographic, Tree, As-Built ,
Route and ALTA/NSPS Land
Title Surveys, Survey Mapping
and Construction Staking

Seabreeze High School

8 Years Experience

1 Years with Mark Dowst &
Associates, Inc.

Isaac serves as a Survey Crew Chief for Mark Dowst & Associates, Inc. and offers 8 years of experience in land surveying. With his experience, he has successfully managed his crew for both private, and commercial projects. His project experience includes boundary, topographic, tree, ALTA/NSPS Land Title, route, as-built, specific purpose, and control surveys, platting and construction layout staking. With his years of experience and knowledge, he can efficiently run and maintain a productive crew in order to complete task and stay within project budgets.

Project Experience

Project Experience

Osteen Borrow Pit, Osteen, FL- Set vertical control and locate borings and wetland flags for Wetland Line Survey and Topographic Survey.

Ormond Gateway Subdivision, Ormond Beach, FL - Locate all pertinent monumentation, improvements, borings and wetland flags for updated Boundary and Wetland Line Survey.

Isles at Venetian Bay, New Smyrna Beach, FL - Prepare Boundary Survey. Locate all pertinent field monumentation and improvements, platting and construction staking.

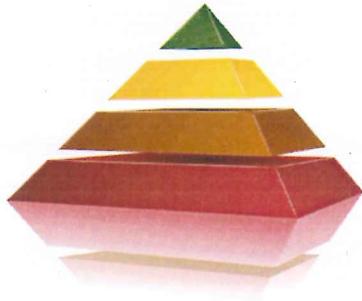
MAX Daytona Condominiums, Daytona Beach, FL - Set site control and locate improvements for updated Boundary, Mean High Water Line, Topographic, and Tree Surveys along the Coastal Construction Control Line (CCCL).

Beacon Apartments, New Smyrna Beach, FL - Prepare Boundary, Topographic and Tree Location Survey, Construction Staking, Elevation Certificates, As-Builts and Utility Easements.

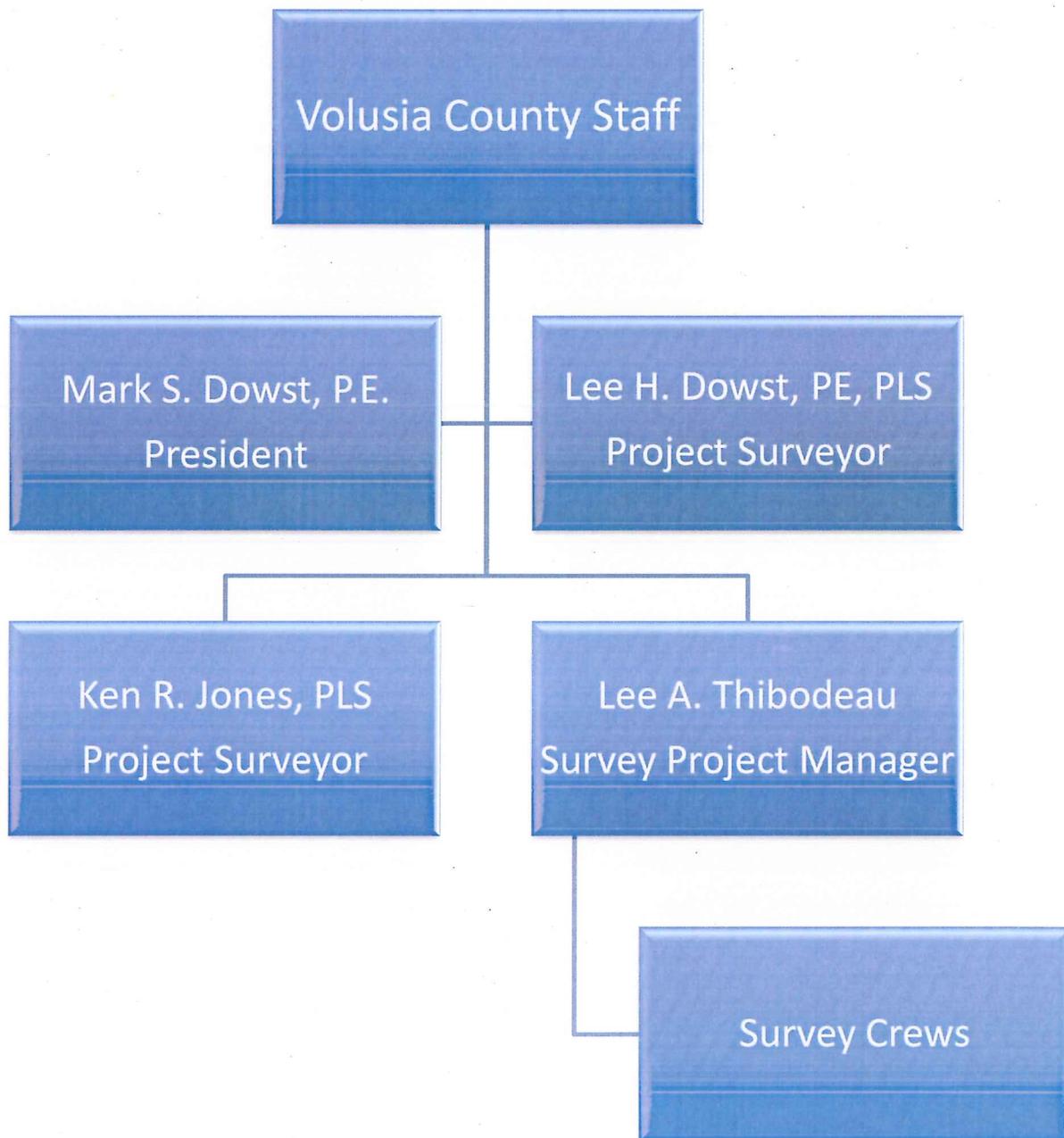
Consolidated Tomoka Land Company, Daytona Beach, FL - Prepare ALTA/NSPS Land Title Boundary Survey of the North and South LPGA Golf Course Boundaries.

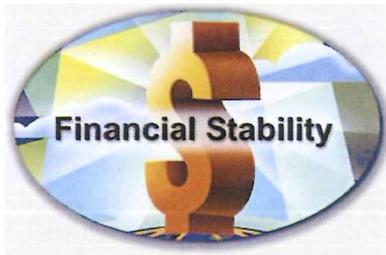
One Daytona, Daytona Beach, FL - Locate improvements for Boundary and Topographic Surveys, and perform construction layout for Apartment complexes.

Miami Corp-Farmton, Volusia & Brevard Counties, FL - Field surveyed perimeter of 59,000 +/- acre property to help assist with exhibit preparations. This included Mitigation Areas and Conservation Easements, Farmton Water and Waste Water Territories, Topographic Survey of Deering Parkway Extension at C.R. 5A, Topographic Survey of S.R. 442 extension, and Boundary Surveys for SJRWMD of the North Mitigation Removal Areas



Organizational Chart





Financial Stability/Litigation

Financial Stability

Mark Dowst & Associates, Inc. is financially stable and has the resources, human and financial, to provide the services at the level required by the County of Volusia. Mark Dowst & Associates has maintained a satisfactory banking relationship with SunTrust Bank since September of 1986. We currently have a line of credit with a committed amount of \$17,500 (Bank issued credit card). Mark Dowst & Associates currently has no term obligations with any banking organization. Mark Dowst maintains a good deposit relationship with the bank which averages in the range of \$1,000,000.00.

We welcome you to contact SunTrust Bank for a further credit reference if needed.

Bank:

SunTrust Bank
200 South Palmetto Avenue
Daytona Beach, Florida 32114

Bank Representative:

Melissa Neir-McGuirk
Ph: (386) 233-3848
Fax: (386) 323-7611

Dunn & Bradstreet: 151954633
Federal ID: 59-2634631

Litigation

Mark Dowst & Associates, Inc. is not currently involved in outstanding claims against Mark Dowst & Associates, Inc.

Mark Dowst & Associates, Inc. is proud of its commitment to quality service and in 30 years of business has never had to utilize any of our comprehensive insurance products due to negligence or accidents.



Project Approach

Mark Dowst & Associates utilizes a multi-disciplinary approach bringing the collective expertise of our team of professionals to take on any task. Our excellent reputation in representing our clients in all aspects of a project ensures a quality, efficient and budget minded product. We believe in emphasizing open and clear lines of communication with the client and their

representatives. Regular team meetings, ongoing dialogue, critical path decision making, and weekly progress analysis occurs throughout the life of a project. We will make full use of our internal project management and cost accounting procedures to monitor project progress, which also serves as an early warning device to detect any deviation from the approved scope and budget of an individual project.

All the above mentioned goals are accomplished through our team efforts based on the following key elements:

- Research and Planning
- Project Management
- Expertise
- Active Client Participation
- Experience
- Quality Checks and Assurances

The professionals at Mark Dowst & Associates have a clear understanding of the needs of Volusia County, their project managers and associates. Each task will be managed by our survey project manager, Kenneth R. Jones, PLS. Task will be assigned to the appropriate project surveyor based on the specific task and will work closely with county staff to develop the project scope, budget and schedule.. During the development of the scope, we will determine the type of services that will be required and utilized for each project or task.

Upon receipt of a Purchase Order and Notice to Proceed, a kick-off meeting will be held by Mark Dowst & Associates to discuss the project scope, budget, and schedule as well as any necessary safety guidelines or other items that will be required to complete task. The County project manager or surveyor may also be invited to the kick-off meeting, as necessary, to discuss any special instructions or circumstances.

During the kick-off meeting, all essential personnel to include project managers, survey crew members, CAD technicians and registered land surveyors will be required to attend and review all task and safety plans. Pertinent information is documented and provided to all attendees and can be found on our local server. Documentation includes, directions to the site and nearest emergency clinic or hospital, safety requirements, contact list, clear scope of services, budget requirements, schedule, plats, right-of-way maps, deeds, available construction plans, and other project specific data to complete the task assigned.



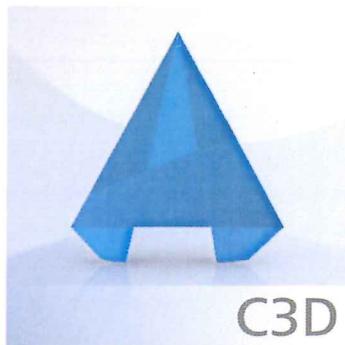
Our field survey staff are equipped with GPS, smart phones with Wi-Fi hot spots, and tablet computers. This allows our party chiefs to quickly and efficiently disseminate information to our office or the County project manager. It allows them to receive any pertinent information needed in order to efficiently complete task without delays. They have the ability to research the internet for necessary horizontal and vertical control points or other necessary information from survey websites such as Labins.org, ngs.noaa.gov, municode.com, fema.gov or other government sites.

Each crew vehicle is equipped with safety gear, GPS, Total Stations, Data Collectors, and other necessary gear in order to complete all task assigned. This allows crews to collect survey data electronically and allows us to use this information to create digital terrain models, contours and survey chains to be used in AutoCAD Civil 3D, ArcGIS and other CAD programs as well as KMZ files for use with Google Earth.

We well know that with other city, county and state agencies, that they all have their standards for survey and mapping requirements. We understand that Volusia County also has these standards and will conform to the standards as set forth by the County to include rules and regulations as well as CAD requirements and procedures.



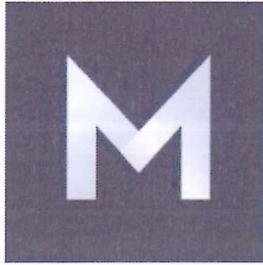
Mark Dowst and Associates strives to ensure that all of our clients receive the highest quality product. We accomplish this through our quality assurance/quality control (QA/QC) procedures. This includes checking and calibrating all survey equipment prior to starting any project. Some of these tasks are recorded in the field book for verification that the checks and calibrations were performed. All field notes are copied and scanned onto the server under the job specific folders.



All survey data will be placed in an AutoCAD Civil 3D drawing file which serves as the project data base for all survey submittals. All field data will be processed and reviewed by the appropriate personnel to insure quality and accuracy and to insure that they meet the counties requirements. All survey data will then be imported into the CAD base file. Utilizing all the data from the field efforts, calculations will be performed to insure that we accurately depict all pertinent survey information to include, section lines, right-of-way lines, platted or deed lines, easements, boundary lines, all necessary improvements and any other pertinent information specific to the project task.

Once the survey technician has completed all drawing tasks and produced the final product, it will go to the project manager for review. Once all review items are addressed an additional review will be performed by Lee H. Dowst, PSM to assure that the product meets all requirements and conforms to all laws and regulations.

Once our review is complete, the product will be sent to the County Project Manager for their review and comments. Once we have received any and all review comments from the County, any necessary revisions will be made and sent back for final review prior to the delivery of the final product.



MAX Daytona Condominiums

Mark Dowst & Associates is provided services to WJ Weeks Architecture, LLC. We prepared Boundary, Mean High Water Line, Topographic and Tree Surveys of the 2.5 +/- acre site located at 1901 & 1903 S. Atlantic Avenue (Condominium Site) and the 3.3 +/- acre site located at 1751 S. Atlantic Avenue (Overflow Parking Site) in Daytona Beach, Florida, to support engineering efforts for the planning and construction of MAX Daytona Condominiums. We have coordinated with our in-house Engineers, Architects and on-site Contractors to create an efficient plan to schedule project task as they become relevant and always with the budget in mind. We have also provided layout and as-built services to Geotechnical Foundation Systems, Inc. for the installation and as-built location of over 300 Piles. We are currently working on additional task to include construction layout for Coastal Construction Group of South Florida, Inc.



CLIENT REFERENCE FORM:

Reference No. 1	Bayshore Capital, Inc.
Address	Commerce Court West, 199 Bay St., Suite 2900
City, State, Zip	Toronto, Ontario Canada M5L 1G4
Contact Person	John Ott
Telephone & E-Mail	(321) 438-2525 / jott@BayshoreCapital.com
Date(s) of Service	2017 to Present
Type of Service	Professional Surveying and Engineering Services
Comments:	This is an on-going project that is currently in the construction phase. Projected project cost are \$50,000,000.

CARDIOVASCULAR



Mark Dowst & Associates is providing on-going services for Cardiovascular Centers of America. We have prepared a Boundary, Wetland, Topographic and Tree Survey of the 7.3 +/- acre site in Daytona Beach, Florida, for the planning and construction of a Cardiovascular Medical Center. We have coordinated with our in-house Engineers, Consultants and on-site Contractors to create an efficient plan to schedule project task as they become relevant and always with the budget in mind. We anticipate working on additional task to include Construction Layout, As-Builts and Final Surveys.



CLIENT REFERENCE FORM:

Reference No. 1	Cardiovascular Centers of America
Address	7711 Bonhomme Ave., Suite 350
	St. Louis, MO 63105
Contact Person	Tim Price
Telephone & E-Mail	(678) 642-5118, timprice@cardiovascularcenters.com
Date(s) of Service	2020 to Present
Type of Service	Professional Surveying and Engineering Services
Comments:	This is an on-going project that is currently in the final planning stages. Construction is expected to begin soon. Estimated project cost are \$5,000,000.



Mark Dowst & Associates is providing on-going services for Prime Group. We have completed all Final Boundary Surveys for the Fairfield Inn and Suites and The Daytona Autograph Hotel within the One

Daytona commercial development complex located in Daytona Beach, Florida. We have also prepared Sketch of Descriptions for easements, form-board location and foundation location surveys, as-built surveys, final surveys, exhibits, construction staking and elevation certificates. We have coordinated with Project Engineers, Consultants and on-site Contractors to create an efficient plan to schedule project task as they become relevant and always with the budget in mind. We are currently working on Construction Layout for the Mid Rise Apartments and waiting for approval to prepare the final survey for the Garden Apartments.



CLIENT REFERENCE FORM:

Reference No. 1	Prime Group
Address	1451 Sheridan Street, Suite 480
City, State, Zip	Hollywood, Florida 33201
Contact Person	Edward Abbo, Chief Operations Officer
Telephone & E-Mail	(386) 258-7911, edward@abbo.net
Date(s) of Service	2017 to Present
Type of Service	Professional Surveying Services
Comments:	The is an on-going project. Hotel sites have been completed and we are currently working on the Apartment Sites involving construction staking, easements, as-builts and final surveys and elevation certificates. Survey related project cost to date are currently \$200,000. Total project cost are estimated at \$200,000,000+.

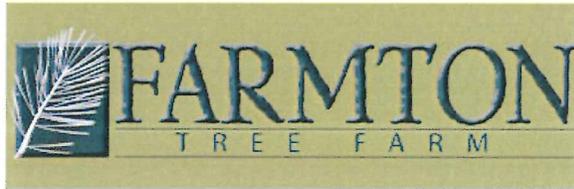


Mark Dowst & Associates provided professional surveying services for Consolidated Tomoka Land Company. We prepared an ALTA/NSPS land Title Boundary Survey of the 686.2 +/- acre Golf Course site in Daytona Beach, Florida. We review all title and noted encumbrances and encroachments and also prepared Sketches of Descriptions for Utility Easements. We coordinated with Consultants and on-site Contractors to create an efficient plan to schedule project task as they become relevant and always with the budget in mind. This project was completed in November of 2019.



CLIENT REFERENCE FORM:

Reference No. 1	Consolidated Tomoka Land Company
Address	1140 N. Williamson Blvd., Suite 140
City, State, Zip	Daytona Beach, Florida 32114
Contact Person	Tammy Maclsaac
Telephone & E-Mail	(386) 944-5634, tmacisaac@ctlc.com
Date(s) of Service	2019 to 2019
Type of Service	Professional Surveying Services
Comments:	This project has been completed. Total project cost were \$109,000.



Mark Dowst & Associates is providing on-going services for Miami Corp. We have surveyed the total perimeter and portion of the interior property of the 59,00 +/- acre site west of Edgewater in Volusia and Brevard counties west

of Interstate No. 95, to prepare exhibits for Miami Corp per their request. We have also coordinated with Miami Corp, Storch & Harris, LLC and TerraBlue Environmental to generate exhibits for Mitigation Areas and Conservation Easements which have been recorded in Volusia and Brevard counties. We have coordinated with Brevard County Planning and Surveying to generate exhibits for Deering Parkway at County Road 5A at its' intersection with Interstate No. 95 and prepared Topographic Surveys for the Deering Parkway extension. We have prepared Conservation Easements and coordinated with St. Johns River Water Management District (SJRWMD) to Prepare Boundary Surveys for the North Mitigation Bank Removal Areas and submitted to SJRWMD. We have prepared a topographic survey of a 2,00 foot section of S.R. 442 for extension to the west of Interstate No. 95. We have recently



prepared a 672 +/- acre Boundary Survey and a topographic and tree location survey for a portion in conjunction with the planning a design of a multi-family subdivision. We have coordinated with our in-house Engineers, Consultants and Miami Corp to create an efficient plan to schedule project task as they become relevant and always with the budget in mind. We are currently performing miscellaneous tasks and expect future request.

CLIENT REFERENCE FORM:

Reference No. 1	Miami Corp
Address	410 North Michigan Avenue, Room 590
City, State, Zip	Chicago, Illinois, 60611-4211
Contact Person	Barbra Goering
Telephone & E-Mail	(312) 644-6720
Date(s) of Service	2009 to Present
Type of Service	Professional Surveying and Engineering Services
Comments:	This is an on-going project with no scheduled completion date and is currently being done based on an hourly rate. We just completed a roadway expansion and additional boundary surveys, and are currently working on platting tasks and other miscellaneous tasks as they are requested. Project cost to date are currently \$2,250,000+.



Mark Dowst & Associates is providing on-going services for Beacon Residences, LLC. We have prepared Boundary, Wetland, Topographic and Tree Location

Surveys of the 21.9 +/- acre site located in New Smyrna Beach, Florida, to support engineering efforts for the planning and construction of the Beacon Apartments. We have also prepared Form-board and Foundation Location Surveys, Sketch and Descriptions for Easements and As-Builts for utilities. We have coordinated with the Owner's Representative, Architect, Attorneys, Consultants, Utilities Commission of New Smyrna Beach and on-site Contractors to create an efficient plan to schedule project task as they become relevant and always with the budget in mind. We are currently performing construction staking and additional as-builts. We will be preparing the final survey once the project is completed.



CLIENT REFERENCE FORM:

Reference No. 1	Crest Residential / Beacon Residences, LLC
Address	500 Office Park Dr., Suite 215
City, State, Zip	Birmingham, AL 35223
Contact Person	David O'Brien
Telephone & E-Mail	(205) 790-3074, david@crestres.com
Date(s) of Service	2017 to Present
Type of Service	Land Surveying and Engineering
Comments:	This is an on-going project that is in the final stages of construction. We are in the processing of completing utility as-builts and will begin final grading as-builts soon along with the final survey and elevations certificates to follow. Total project cost are estimated at \$40,000,000.



Documentation

Authorized Representative/Joint Venture

N/A



Business Tax Receipt

2019 / 2020

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938



Account # 200310200007 Expires: September 30, 2020
Business Location: 536 N HALIFAX AV

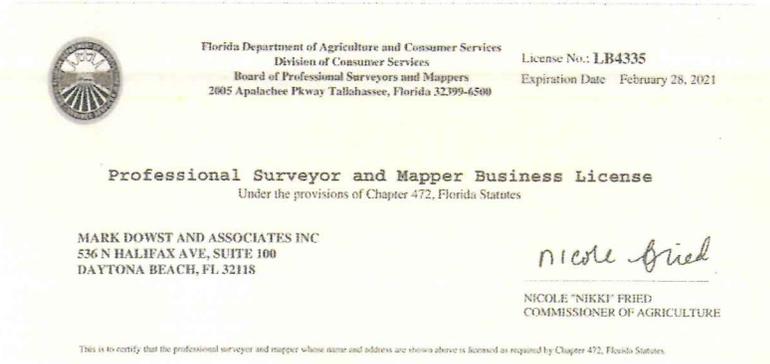
Business Name: MARK DOWST & ASSOCIATES INC
Owner Name: MARK DOWST & ASSOCIATES INC
Mailing Address: 536 N HALIFAX AV SUITE 100
DAYTONA BEACH, FL 32118

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Professional	LB4335	461		\$30.00

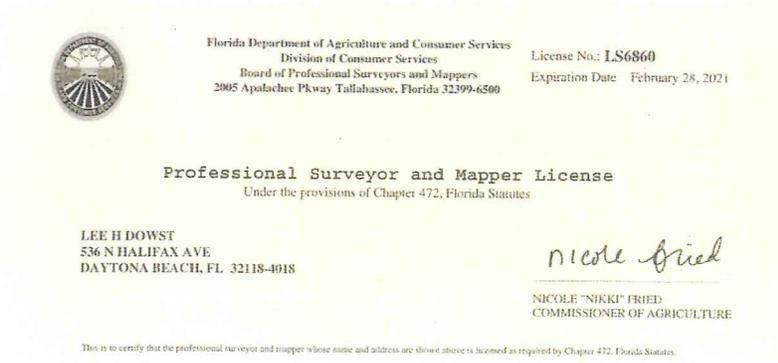
- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

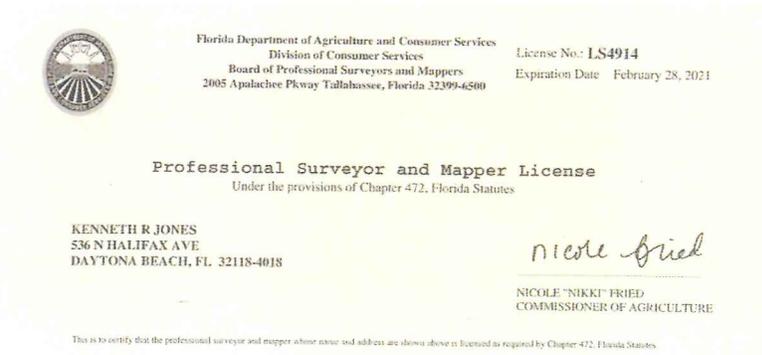
Professional Certification/Licenses



*Professional Surveyor
 and Mapper Business
 License
 Mark Dowst &
 Associates, Inc.*

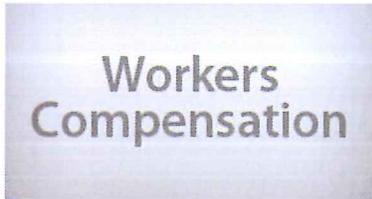


*Professional Surveyor
 and Mapper License
 Lee H. Dowst, PLS
 PLS / FL / LS6860*



*Professional Surveyor
 and Mapper License
 Kenneth R. Jones, PLS
 PLS / FL / LS4914*

Insurance



Workers Compensation &
Employers Liability Insurance
Mark Dowst & Associates, Inc.



DOWS-M2

QP ID: RM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/2020

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 Mullin & Co Insurance Services 761 West Granada Blvd. Ormond Beach, FL 32174-5107 BJ Milligan 386-673-3633	CONTACT NAME: BJ Milligan PHONE (A/C, No, Ext): 386-673-3633 FAX (A/C, No): 386-677-7401 E-MAIL ADDRESS: bjmilligan@mullinins.com
INSURED Mark Dowst & Associates Inc. Attn: Mark Dowst 536 N. Halifax Ave # 100 Daytona Beach, FL 32118	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
NAIC # 01390	

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input 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					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	21 WEC AB9KJK	08/04/2019	08/04/2020	PER STATUTE 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

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

CERTIFICATE HOLDER County of Volusia Contractor Licensing 123 W Indiana Ave. Room 203 DeLand, FL 32720	CANCELLATION 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 <i>BJ Milligan</i>
--	---

CONFLICT OF INTEREST DISCLOSURE:

I HEREBY CERTIFY that

- 1. I, Mark S. Dowst, am the President and the duly authorized representative of the firm of Mark Dowst & Associates, Inc. whose address is 536 North Halifax Avenue, Daytona Beach, Florida 32118, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
- 2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
- 3. This bid submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above:

By _____
(Signature)

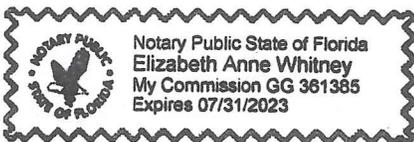
Date 6/1/2020

By Mark S. Dowst, P.E.
President

STATE OF Florida
COUNTY OF Volusia

Sworn to and subscribed before me this 1st day of June,
2020, by Mark S. Dowst, who is personally known to me or who has produced
_____ as identification.

(SEAL)



Elizabeth Anne Whitney
NOTARY PUBLIC – STATE OF Florida

Type or print name:

Elizabeth Anne Whitney
Commission No.: GG361385

Commission Expires: 7/31/2023

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, Mark Dowst & Associates, 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]
(Signature)

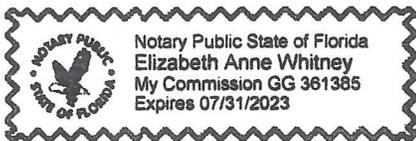
Date 6/1/2020

By Mark S. Dowst, P.E.
President

STATE OF Florida
COUNTY OF Volusia

Sworn to and subscribed before me this 1st day of June,
2020, by Mark S. Dowst, who is personally known to me or who has produced
as identification.

(SEAL)



Elizabeth Anne Whitney
NOTARY PUBLIC – STATE OF Florida
Type or print name:

Elizabeth Anne Whitney
Commission No.: GG361385
Commission Expires: 7/31/2023

Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision:

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b): A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a): An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

287.134(2)(b): A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

- B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor.
- C. 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.
- D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

Note: Consultant shall complete the "Certification regarding debarment, suspension, and other responsibility matters primary covered transactions (Prime Consultant)" and the "Certification regarding debarment, suspension, ineligibility and voluntary exclusion (Sub-Consultants)."

Name & Title: Mark S. Dowst, PE, President

Date: 6/1/2020

Signature: 

Addenda



COUNTY OF VOLUSIA
BUSINESS SERVICES DEPARTMENT
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

May 12, 2020

ADDENDUM NO. 1

RSQ no. 20-SQ-121SR PROFESSIONAL SURVEYING AND MAPPING SERVICES

TO: All firms interested in providing the required services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents.

****NOTICE****

Clarifications:

Effective 04/03/2020, Volusia County government offices will be closed to the public. All bids must be submitted via third party (USPS, FedEx, UPS etc.). Any changes to bid submission deadlines will be posted in the form of an addendum. The bid opening will be accessible remotely by the use of the following link:

Join from your computer, tablet or smartphone.
<https://www.gotomeet.me/VolusiaCountyPurchasing>

Access Code: 467-297-821

Questions/Responses:

Question: Is there an evaluation breakdown/point system for this RSQ?

Response: The evaluation criteria is on Section 2.4, page 3. There is no point system for evaluation of request for qualifications.

Question: What weight does D/WBE status hold? The RSQ states it is encouraged but there's no goal given.

Response: There are no weights for D/WBE status.

Question: Is there a local office preference?

Response: Local preference is not required for request for qualifications.

Question: The requirements for Tab 5 read as though the county wants 7 project examples with client references AND an additional 3 client references using form 15 for a total of 8 single sided pages for this section. Can you please clarify?

Response: Tab 5, Similar Projects and References, does not state a quantity of how many projects to include. It does say, "A maximum of eight (8) single-sided pages in this section", plus Section 15.0, Reference form.

Question: In the RSQ on page 16, it states "Tab 2 shall not exceed 9 pages, single-sided". The prime consultant may have a maximum of 5 single sided pages and the subconsultants may have 3 single sided pages for this section. If we do not have a subconsultant, would we be permitted to use the full 8 pages for our project team resumes?

Response: Yes.

Question: For Tab 5 Similar projects and references, is the client reference Form 15.0 excluded from the 8 single sided pages?

Response: No, it is part of the 9 pages.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 1

If there are any questions, I can be reached via telephone at (386) 822-5771 or via E-mail: sresto@volusia.org.

Shaira D. Resto

Shaira D. Resto, MBA, CPPB
Procurement-Contracts Manager
Purchasing and Contracts Division

<u>Please sign and return with proposal</u>	
Vendor: <u>Mark Dowst & Associates, Inc.</u>	
Signed by (Name/Position):	<u>[Signature]</u> , <u>President</u>
Phone No.: <u>(386) 258-7999</u>	Date: <u>6/1/2020</u>

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE



COUNTY OF VOLUSIA
BUSINESS SERVICES DEPARTMENT
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

May 15, 2020

ADDENDUM NO. 2

**RSQ no. 20-SQ-121SR
PROFESSIONAL SURVEYING AND MAPPING SERVICES**

TO: All firms interested in providing the required services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents.

****NOTICE****

Questions/Responses:

Question: If a vendor would like to respond only to the request for the optional specialty services of aerial ortho-photography and aerial lidar, can they submit a response to this RSQ?

Response: County is looking for a Firm that can provide all the services stated in the solicitation.

Question: We noticed in section 2.4 Evaluation Criteria that the tabs mentioned here do not correlate with section 4.0 Proposal Requirements. For example: Section 2.4 states - "Professional license, certifications, titles, and accomplishments of staff (Tab 7)" but section 4.0 does not include a Tab 7 and instead asks for licenses/certifications in Tab 6 – Letter C. Can the County confirm which outline should be followed?

Response: It is TAB 6.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 2

If there are any questions, I can be reached via telephone at (386) 822-5771 or via E-mail: sresto@volusia.org.

Shaira D. Resto

Shaira D. Resto, MBA, CPPB
Procurement-Contracts Manager
Purchasing and Contracts Division

Please sign and return with proposal

Vendor: Mark Dowst & Associates, Inc

Signed by (Name/Position): [Signature], President

Phone No.: (386) 258-7999 Date: 6/1/2020

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE



COUNTY OF VOLUSIA
BUSINESS SERVICES DEPARTMENT
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

May 19, 2020

ADDENDUM NO. 3

**RSQ no. 20-SQ-121SR
PROFESSIONAL SURVEYING AND MAPPING SERVICES**

TO: All firms interested in providing the required services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents.

****NOTICE****

Clarifications:

The County is in the process of transitioning to a new e-Bid/RFx software powered by Negometrix, which is a completely free service for all respondents. Beginning May 19, 2020 solicitations will be released electronically through Negometrix in addition to the County website.

Solicitations closing on June 2, 2020 and beyond may be submitted electronically through this online platform, or responses may still be delivered to the County. By using Negometrix, prospective bidders will be provided with all information regarding a bid including addendums and changes to the project requirements.

Registration with Negometrix is free and is required prior to submitting a bid response electronically. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Negometrix Service Desk by calling (724) 888-5294 or by emailing servicedesk.us@negometrix.com

Once your company is registered with Negometrix, you will be able to submit your bid securely, anytime before the bid deadline, at <https://app.negometrix.com/buvert/970> by clicking the PARTICIPATE BUTTON under the solicitation. Bids submitted on Negometrix will remain locked and inaccessible by County purchasing staff until the current bid deadline.

To be notified of future solicitations, register your company at app.negometrix.com.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 3

If there are any questions, I can be reached via telephone at (386) 822-5771 or via E-mail: sresto@volusia.org.

Shaira D. Resto

Shaira D. Resto, MBA, CPPB
Procurement-Contracts Manager
Purchasing and Contracts Division

Please sign and return with proposal

Vendor: Mark Dowst & Associates, Inc

Signed by (Name/Position): [Signature], President

Phone No.: (386) 258-7999 Date: 05/1/2020

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE

DRUG-FREE WORK PLACE:

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that Mark Dowst & Associates, Inc. does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Mark S. Dowst, PE, President
Name and title


Signature

Mark Dowst & Associates, Inc.
Firm

536 North Halifax Avenue, Suite 100
Street address

Daytona Beach, Florida 32118
City, State, Zip

6/1/2020
Date

DRUG-FREE WORK PLACE:

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2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
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Mark S. Dowst, PE, President
Name and title


Signature

Mark Dowst & Associates, Inc.
Firm

536 North Halifax Avenue, Suite 100
Street address

Daytona Beach, Florida 32118
City, State, Zip

6/1/2020
Date

**Certification Regarding Debarment, Suspension, And Other Responsibility
Matters Primary Covered Transactions:**

TO BE COMPLETED BY ALL SUB-CONSULTANTS

Lower Tier Covered Transactions

- 1) The prospective lower tier participant (sub-consultant) certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- 2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Mark S. Dowst, PE, President
Name and title


Signature

Mark Dowst & Associates, Inc.
Firm

536 North Halifax Avenue, Suite 100
Street address

Daytona Beach, Florida 32118
City, State, Zip

6/1/2020
Date

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

I hereby certify that neither the undersigned 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 of one million dollars or more, I hereby certify that neither the undersigned 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 undersigned 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 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.

Name of Respondent: Mark Dowst & Associates, Inc.

By:  (Authorized Signature)

Title: President

Date: 6/1/2020