



**CONTRACT FOR CONSULTING SERVICES  
FOR  
PROFESSIONAL STORMWATER AND ENVIRONMENTAL  
ENGINEERING SERVICES**

Between

THE COUNTY OF VOLUSIA

AND

CDM SMITH, INC.

Contract No. 24-SQ-101KW

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

## CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This Contract made and entered by and between CDM Smith, Inc., duly authorized to conduct business in the State of Florida, whose principal place of business is located at 75 State Street #701, Boston, Massachusetts 02109 (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. **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.
- 1.13. **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.

- 1.14. **Contract Administrator:** The Director of Purchasing and Contracts or his/her designee responsible for addressing any concerns within this Contract.
- 1.15. **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.
- 1.16. **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.
- 1.17. **County:** Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida).
- 1.18. **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.
- 1.19. **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.
- 1.20. **Effective Date:** The date that this Contract, a Task Assignment, Addendum, Amendment, Modification is fully executed by Consultant and the County.
- 1.21. **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.
- 1.22. **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.



- 1.23. **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.
- 1.24. **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
- 1.25. **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.
- 1.26. **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.
- 1.27. **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.
- 1.28. **Landscape Architect:** A person or firm that is authorized to practice landscape architecture pursuant to Florida Statute 481.311 (as amended).
- 1.29. **Modification:** A written Amendment to the Contract Documents approved by the County which includes but is not limited to the following:
  - 1.29.1. **Field Order:** A written clarification, interpretation, minor change or alteration issued by the Consultant.
  - 1.29.2. **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.
- 1.30. **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.
- 1.31. **Notice to Proceed:** The official letter from the County to the Consultant establishing a date on which the Task Assignment will commence.
- 1.32. **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.
- 1.33. **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.
- 1.34. **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.

- 1.35. **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:
- 1.35.1. A grouping of minor construction, rehabilitation, or renovation activities.
- 1.35.2. A grouping of substantially similar construction, rehabilitation, or renovation activities.
- 1.36. **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 and/or Consultant.
- 1.37. **Proposal:** The document submitted by the Consultant in response to a formal solicitation used to determine if the Consultant is highly qualified.
- 1.38. **Request for Statement of Qualifications (RSQ):** An invitation process initiated and used by the County to select contractor(s) or consultant(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.
- 1.39. **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.
- 1.40. **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.
- 1.41. **Shop Drawings:** All diagrams, illustrations, brochures, schedules, and/or other data which are prepared by contractor or Consultant, 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.
- 1.42. **Specifications:** The document that establishes the material and performance requirements of goods and services.
- 1.43. **State:** State of Florida.
- 1.44. **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.
- 1.45. **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.
- 1.46. **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.

- 1.47. **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.
- 1.48. **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 contractor 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 contractors, Subconsultants or 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



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 subject to Section 5.1.5. 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 Article 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 Article 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 Article 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 Article 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 Article 4 - Term of Contract and Article 5 - Contract Price and Compensation, Consultant shall be paid in accordance with terms of this Article 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 Article 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 Contractor 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. Consistent with Article 3 herein, 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, pursuant to Section 7.3.5., 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 and pursuant to Section 7.3.5. 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 complies 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 subcontractors or 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 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.** To the extent permitted by Florida Statute 725.08, the Consultant shall indemnify 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 described in this Contract.

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

## 10. LIMITATION OF LIABILITY.

10.1. **Sovereign Immunity.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the

County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

## **11. COUNTY REPRESENTATIVE.**

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

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

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

## **13. EXPERT WITNESS**

- 13.1. 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 Boston, MA. Nothing in this section shall require Consultant to violate any laws applicable to Consultant as a provider of stormwater and environmental engineering 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. For purposes of Exhibit "B", the term "County" shall be defined as the County of Volusia a body corporate and politic and a subdivision of the state of Florida, including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

**17. LOCAL GOVERNMENT POLICIES.**

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

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

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

- 17.1.1 Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- 17.1.2 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 17.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.
- 17.1.4 Upon completion of the Contract, transfer, at no cost, to the County all public records in the possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt

from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

17.1.5 Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Consultant receives any such request, Consultant shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Consultant of such request, and the Consultant must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

17.1.6 Consultant acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

17.1.7 Consultant further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County.

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

17.2. **Financial Records.** The Consultant agrees to maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. The County shall have the right to audit the books, records, and accounts of the Consultant that are directly related to this Contract. The Consultant shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Contract. The Consultant shall preserve and make available, at reasonable times for examination and audit by the County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, the books, records, and accounts shall be retained until resolution of the audit findings; provided, however, that it shall be the County's responsibility to notify the Consultant of the pendency of such audit. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the County's disallowance and recovery of any payment upon such entry.

17.3. **Payments Subject to Appropriation.** Notwithstanding any other term or provision of this Contract, the continuation of this Contract or Task Assignment beyond a single fiscal year of County is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. If at any time funds are not appropriated for the Services and Deliverables provided or to be provided under this Contract or Task Assignment,

cancellation shall be accepted by Consultant with thirty (30) days prior written notice, but failure to give such notice shall be of no effect. Termination by the County due to non-appropriation shall be without a termination charge by Consultant. County shall not be obligated to pay Consultant under this Contract beyond the date of termination except as set forth in Section 6 – Termination. County's obligation to pay Consultant is limited to the budgeted amount for a fiscal year approved by the Volusia County Council for the then current fiscal year of this Contract and is otherwise limited to legally available non-ad valorem tax revenues. Consultant shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation set forth in Section 5 – Contract Price and Compensation. The parties agree to review the Project Work plan and remaining Work to be performed in advance of each new fiscal year for the County to compare the funding allocated for the next fiscal year to the cost of the remaining Scope of Work of the Project or Task Assignment, to determine whether or not the allocated funding will be adequate to cover all Work to be completed in the next fiscal year. The cost of the remaining Project shall be the fixed fee/lump sum or price, maximum-not-to-exceed compensation less all amounts paid and less all amounts on pending undisputed invoices. Unless the parties agree that the funding allocated for the next fiscal year is adequate for the next fiscal year's Work, either party may terminate this Contract in accordance with the provisions of Section 6 – Termination.

- 17.4. **Truth-in-Negotiations.** Consultant's signature on this Contract or a Task Assignment shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Assignment are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Consultant has disclosed all debts or fees owed to or that are pending before the County prior to the execution of this Contract or a Task Assignment.
- 17.5. **No Code Violation or Past Due Debt.** The Consultant warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the County of Volusia Code of Ordinances, and does not owe the County any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Contract and the County shall have the right to terminate this Contract as set forth herein.
- 17.6. **Changes Due to Public Welfare.** The County and Consultant agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law or Ordinance.
- 17.7. **Compliance with Applicable Laws.** Consultant shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Contract. Additionally, Consultant shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Contract from the federal government, State of Florida, County of Volusia or municipalities when legally required and maintain same in full force and effect during the term of this Contract.
- 17.8. **Nondiscrimination and Americans with Disabilities Act.** Contractor 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 Agreement or in the provision of goods or Services pursuant to this Agreement. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all goods and Services funded or paid for 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 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 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 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 to the extent caused by the negligent acts with the Contractor's failure to comply with the ADA as required by this paragraph. In performing under this Agreement, Contractor 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 Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will 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.

- 17.9. **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. Municipal 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 (as amended). 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. Failure to comply with these dispute resolution procedures as set forth in this Article 18 Dispute Resolution, does not preclude a party from filing a claim or lawsuit in order to (i) preserve any rights or causes of action that may expire or otherwise lapse due to an applicable claims deadline or statute of limitations or repose or (ii) seek emergency or other injunctive relief as appropriate to preclude irreparable harm or damage. This paragraph survives termination, cancelation, or expiration of this Contract.

## 19. FORCE MAJEURE.

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

reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

- 19.1.1. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Contract that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 19.1.2. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Contract. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- 19.1.3. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Contract Amendment pursuant to the terms of the Contract.

## **20. CLAIMS NOTICE.**

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

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

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

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

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

attorney's fees and costs. Payment of any sum by the County in accordance with the Contract to the Consultant or any person or entity prior to the Consultant obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section.

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

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

<b>In the case of County:</b>	<b>with a copies of legal notices to:</b>
County of Volusia Attn: Director of Purchasing and Contracts Address: 123 W. Indiana Ave., Room 302 DeLand, Florida 32720 Phone: (386) 736-5935 Fax: (386) 736-5972	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Room 301 DeLand, Florida 32720 Phone: (386) 736-5950 Fax: (386) 736-5990
<b>In the case of Consultant:</b>	<b>with a copy of legal notices to:</b>
CDM Smith, Inc. Attn: Eric Grotke, PE, BCEE, Vice President Address: 101 Southhall Lane Suite 200 Maitland, Florida 32751 Phone: 407-660-2552 E-mail: grotkeej@cdmsmith.com	CDM Smith, Inc. Attn: Mario J. Marcaccio, General Counsel Address: 75 State St., Suite 701, Boston, MA 02109 Phone: 617-452-6000 E-mail: marcacciomj@cdmsmith.com

**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.

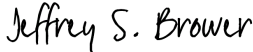
32. **SEVERANCE.** In the event this Contract or a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the extent practicable unless County or Consultant elects to terminate this Contract.
33. **ENTIRE CONTRACT.** 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-101KW. 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.



**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties have made and executed this Contract for Professional Stormwater and Environmental Engineering Services, the day and year below written.

Vendor acknowledges that Eric Grotke, Vice President (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.

Attest:  
Signed by:  
  
\_\_\_\_\_  
2265F6E1E09043E...  
George Recktenwald  
County Manager  
  
Date: 8/23/2024 | 10:03:49 EDT

**COUNTY OF VOLUSIA**  
Signed by:  
  
\_\_\_\_\_  
FFF54366B8FD439...  
Jeffrey S. Brower  
County Chair  
  
Date: 8/23/2024 | 06:08:23 EDT

Attest:  
Signed by:  
  
\_\_\_\_\_  
09A4274F75D14E3...  
Signature  
  
Kevin Vann  
\_\_\_\_\_  
Print Name  
  
Associate  
\_\_\_\_\_  
Title  
  
Date: 8/16/2024 | 09:15:21 EDT  
  
Approved 08/20/2024 


**CDM SMITH, INC.**  
Signed by:  
  
\_\_\_\_\_  
46E4F8B12F124E1...  
Signature  
  
Eric Grotke  
\_\_\_\_\_  
Print Name  
  
Vice President  
\_\_\_\_\_  
Title  
  
Date: 8/16/2024 | 05:24:11 PDT

Exhibit “A” – Scope of Services/Solicitation  
Exhibit “B” – Insurance Requirements  
Exhibit “C” – CDM Smith, Inc. Proposal

## EXHIBIT A

### Scope of Work

The County of Volusia is seeking the services of professional consultants to provide general stormwater and environmental engineering assistance to support the Stormwater Management Program. The scope of services shall consist of, but not be limited to, the following needs:

- National Pollutant Discharge Elimination System (NPDES) program assistance and implementation,
- Total Maximum Daily Load (TMDL) program assistance and implementation including, but not limited to, the evaluation and establishment of estuarine TMDLS and Numeric Nutrient Criteria (NNC), developing ecosystem goals and targets based on the requirements of the environmental and biological indicators, hydrodynamic modeling, water quality statistical analysis, natural systems analysis, and habitat analysis,
- Watershed management planning including, but not limited to, initial hydrologic and hydraulic modeling of the sixteen (16) watersheds in Volusia County, as well as pollutant loading modeling and updates to existing Stormwater Management Master Plans of the watersheds,
- Engineering analysis and design and permitting of capital improvement projects, including coordination with permitting agencies having jurisdictional oversight, and
- Other stormwater/environmental needs that may arise.



Exhibit B

Insurance Requirements

Required Types and Limits of Insurance Chart

Figure 1:

TYPE OF INSURANCE		
<b>WORKERS COMPENSATION</b> <input checked="" type="checkbox"/> Waiver of Subrogation in favor of County	Florida Statutory Coverage	
<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Occurrence Basis <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Waiver of Subrogation in favor of County <input checked="" type="checkbox"/> County Additional Insured	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
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Any Auto	Combined Single Limit	\$ 300,000
	Bodily Injury (Per person)	\$
	Bodily Injury (Per accident)	\$
	Property Damage (Per Accident)	\$
<b>Note: If contractor does not have “Coverage Symbol 1: Any Auto”, contractor is limited to use of covered autos only.</b>		
<b>PROFESSIONAL LIABILITY</b>	\$ 1,000,000 per Claim	
	\$ 1,000,000 Aggregate	
<b>CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:</b>		
<b>Certificate Holder:</b>  County of Volusia  Purchasing & Contracts Division  123 W. Indiana Avenue, Room 302  DeLand, FL 32720  ATTN: <u>Kathy Williams</u>	<div>Risk Management Division</div> <div></div>	

The Consultant shall purchase and maintain at its own expense, during the term of the Contract, the types and amounts of insurance with limits no less than those shown in *Figure 1*, in the form and from companies satisfactory to the County. *Figure 1* 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 Contract under which the County is an "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 and volunteers.

Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements as stated in Contract documents.

## 1. Subconsultants and Independent Contractors

All subconsultants & independent contractors utilized by Consultant to provide services to County and its employees under this Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Consultant in *Figure 1* and described in this Exhibit B.

## 2. 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 Contract. The Consultant 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 Contract. The Consultant's purchase of the SERP shall not relieve the Consultant of the obligation to provide replacement coverage. In addition, the Consultant shall immediately inform the Consultant, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Contract.

### 3. Risk Retention Groups and Pools

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

### 4. Minimum Required Policies and Limits

Minimum underlying policies, coverages, and limits shall include all policies listed in *Figure 1*.

### 5. 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 Consultant's insurance policies shall be that listed in *Figure 1* or the Consultant'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 Consultant shall utilize ISO Form CG 20 38 and CG 20 37 or their equivalents 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.

### 6. Workers' Compensation

Workers' Compensation insurance is required for all employees of the Consultant, employed or hired to perform or provide work or services under the Contract or that is in any way connected with work or services performed under the Contract, 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 amount. Policy shall be endorsed with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County. If Consultant is using a "leased employee" or an employee obtained through a Professional Employer Organization ("PEO"), Consultant is required to have such employees covered by workers' compensation insurance in accordance with Florida Workers' Compensation law. The PEO shall endorse its workers' compensation policy with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County, its employees and insurers.

(1) Consultant and its Subconsultants, or any associated or subsidiary company doing work on County property or under the Contract 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 Consultant's Subconsultants fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subconsultant of the Consultant, the Consultant 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).

## 7. Commercial General Liability Insurance

The Consultant shall obtain and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in *Figure 1*. Consultant 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 Consultant's operations, independent Consultants, Subconsultants protecting itself, its employees, agents, Consultants 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 coverages A and B. 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 Consultant or by any of its Subconsultants arising from work or services performed under the Contract. Policy shall include either contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Consultant's Contract to indemnify, defend and hold harmless the County as provided in the Contract. 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 Consultants, Property of County in Consultant'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).

For construction related projects County shall be added as additional insured to Consultant's policy by both ISO Endorsements CG 20 38 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalents. If County has agreed by separate contract to require Consultant to name another party as an additional insured, Consultant shall add said party as an additional insured

to the commercial general liability policy by ISO Endorsement CG 20 38 and CG 20 37, or their equivalents.

For non-construction projects, Consultant shall add County as additional insured by both ISO Endorsements CG 20 10 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalent. If County has agreed by separate contract to require Consultant to name another party as an additional insured, Consultant shall add said party as an additional insured to the commercial general liability policy by both ISO Endorsement CG 20 10 and CG 20 37 or their equivalents.

All commercial general liability policies shall be endorsed to provide a waiver of subrogation in favor of the County and any other party required by this Contract to be named as an additional insured.

## 8. Motor Vehicle Liability

The Consultant shall secure and maintain during the term of the Contract a motor vehicle liability policy with a combined single limit of no less than the amounts shown in *Figure 1* for bodily injury and property damage arising from the ownership, maintenance, or use of a motor vehicle. Policy shall be written with Coverage Symbol 1 (Any Auto), providing coverage for all autos operated regardless of ownership, or with Coverage Symbols 7, 8, & 9 (Scheduled, Hired, & Non-Owned vehicles). The County shall be an additional insured under this policy when required in Figure 1. If Motor Vehicle Liability is by endorsement to another policy required in Figure 1, then the limits for Motor Vehicle Liability shall be separate (they shall not be shared) and in addition to the underlying policy limits. If endorsed to another policy required in Figure 1, Motor Vehicle Policy Limits shall apply on a per occurrence basis and shall not have an aggregate limit.

## 9. Professional Liability

The Consultant shall ensure that it secures and maintains, during the term of the Contract, Professional Liability insurance with limits of no less than the amount shown in *Figure 1*. Such policy shall cover all the Consultant's professional liabilities occasioned by the Consultant or its agents or employees. Consultant shall require all Subconsultants utilized under this Contract to maintain the same limits, terms and conditions of the Consultant for Professional Liability Coverage. For Consultants providing Architectural and Engineering related services, policy shall be broad enough to include errors and omissions specific to Consultant's professional liability for direct and contingent design errors and Architect's/Engineers professional liability with no exclusions for design-build work.

If the Consultant fails to secure and maintain the professional liability insurance coverage required herein, the Consultant 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. The County shall be an additional insured under this policy when required in Figure 1.

## 10. Primary and Excess Coverage

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

## 11. 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 Consultant from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Consultant or its Subconsultants for the entire term of the Contract and for such longer periods of time as may be required under other clauses of the Contract.

(3) Waiver of Subrogation. The Consultant hereby waives all rights against the County and its Subconsultants 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 Contract. The Consultant shall require similar waivers from all its Subconsultants. Consultant'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 Contract (including Workers' Compensation, and general liability).

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

(5) Cancellation Notices. During the term of the Contract, Consultant 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 Contract within two (2) business days of receipt of such notice or change.

(6) Consultant'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.

## 12. Proof of Insurance

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

C. All certificates of insurance shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by this Exhibit. No work or services by Consultant or its Subconsultants shall be commenced until County has approved these policies or certificates of insurance. Further, the Consultant agrees that the County shall make no payments pursuant to the terms of the Contract until all required proof or evidence of insurance has been provided to the County. The Contract 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 Consultant shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Contract. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Consultant's expense or terminate the Contract 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 Contract.



# EXHIBIT C



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

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## [CDM SMITH] RESPONSE DOCUMENT REPORT

RSQ No. 24-SQ-101KW

Professional Stormwater and Environmental Engineering Services

RESPONSE DEADLINE: May 9, 2024 at 3:01 pm

Report Generated: Monday, May 13, 2024

## CDM Smith Response

### CONTACT INFORMATION

**Company:**

CDM Smith

**Email:**

piersonjl@cdmsmith.com

**Contact:**

Jennie Pierson

**Address:**

101 Southhall Ln #200  
Maitland, FL 32751

**Phone:**

(407) 660-2552

**Website:**

<https://www.cdmsmith.com/>

**Submission Date:**

May 9, 2024 9:48 AM

[CDM SMITH] RESPONSE DOCUMENT REPORT

RSQ No. 24-SQ-101KW

Professional Stormwater and Environmental Engineering Services

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## ADDENDA CONFIRMATION

Addendum #1

*Confirmed Apr 10, 2024 4:21 PM by Jennie Pierson*

## QUESTIONNAIRE

### 1. Termination Language Acceptance \*

*Pass*

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

Yes

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

*Pass*

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

Yes

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

*Pass*

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

Yes

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

*Pass*

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[CDM SMITH] RESPONSE DOCUMENT REPORT

Request For Statement of Qualifications - Professional Stormwater and Environmental Engineering Services

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[CDM SMITH] RESPONSE DOCUMENT REPORT

RSQ No. 24-SQ-101KW

Professional Stormwater and Environmental Engineering Services

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

Yes

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

*Pass*

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

Yes

**6. Public Records\***

*Pass*

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

Yes

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

*Pass*

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

Yes

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

*Pass*

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[CDM SMITH] RESPONSE DOCUMENT REPORT

Request For Statement of Qualifications - Professional Stormwater and Environmental Engineering Services

Page 3

## [CDM SMITH] RESPONSE DOCUMENT REPORT

RSQ No. 24-SQ-101KW

Professional Stormwater and Environmental Engineering Services

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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.

Eric Grotke, PE, BCEE; Vice President

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

*Pass*

Please indicate response.

No

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

*Pass*

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

N/A

**11. Scope of Services \***

*Pass*

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.

[CDM SMITH] RESPONSE DOCUMENT REPORT  
RSQ No. 24-SQ-101KW  
Professional Stormwater and Environmental Engineering Services

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Yes

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

*Pass*

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

Yes

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

*Pass*

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

2024-CDM\_Smith\_Inc-Certificate\_of\_Liability\_Insurance-PROPOSAL\_PURPOSES\_ONLY.pdf

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

*Pass*

Please download the below documents, complete, and upload.

Only upload if applicable in accordance with Florida Law.

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

Volusia\_Hold\_Harmless\_Agreement(492425).pdf

[CDM SMITH] RESPONSE DOCUMENT REPORT

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## 15. Forms

PROPOSAL FORM \*

*Pass*

Please download the below documents, complete, and upload.

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

RSQ\_Proposal\_Form(499041)\_sanitized.pdf

LETTER OF INTEREST

*Pass*

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.

Cover\_Letter.pdf

W9\*

*Pass*

Please attach current W-9 Form.

CDM\_Smith\_Inc\_Form\_W-9\_2024.pdf

CONFLICT OF INTEREST \*

*Pass*

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

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[CDM SMITH] RESPONSE DOCUMENT REPORT

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## [CDM SMITH] RESPONSE DOCUMENT REPORT

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Professional Stormwater and Environmental Engineering Services

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with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

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

No

ENTER EXPLANATION OF THE CONFLICT OF INTEREST AS INDICATED ABOVE.

*Pass*

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

N/A

PROHIBITION AGAINST CONTINGENT FEES \*

*Pass*

Please download the below documents, complete, and upload.

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

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

RSQ\_Prohibition\_Against\_Contingent\_Fees(499042)\_sanitized.pdf

PUBLIC ENTITY CRIME \*

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*Pass*

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

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

*Pass*

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.



## [CDM SMITH] RESPONSE DOCUMENT REPORT

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Professional Stormwater and Environmental Engineering Services

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- 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

## EXPLANATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

*Pass*

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

N/A

## SCRUTINIZED COMPANIES CERTIFICATION \*

*Pass*

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

## [CDM SMITH] RESPONSE DOCUMENT REPORT

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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

**DRUG-FREE WORKPLACE \****Pass*

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

Yes

**16. Proposal**

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

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

## [CDM SMITH] RESPONSE DOCUMENT REPORT

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

*Pass*

Proposers shall upload qualifications of the firm and the employees that will be assigned to the County as requested in the Evaluation Phases Section of this solicitation. This documentation shall include all information requested in Section 7.3, Project Team.

2\_Project\_Team\_Volusia\_SW\_Env.pdf

## FIRM QUALIFICATION DATA\*

*Pass*

Proposers shall upload submittal letter and all documentation requested in Section 7.2

1\_Firm\_Qualification\_Data\_Volusia\_SW\_Env.pdf

## EXPERIENCE\*

*Pass*

Proposers shall upload documentation of experience as requested in the Evaluation Phases Section of this solicitation.

3\_Project\_Experience\_SW\_Env.pdf

## PROJECT APPROACH\*

*Pass*

Proposers shall upload documentation of their project approach as requested in the Evaluation Phases Section of this solicitation and Section 7.4.

4\_Approach\_SW\_Env.pdf

## FINANCIAL STABILITY\*

*Pass*

Respondent shall upload documentation of financial stability as detailed in Section 7.5.

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5\_Financial\_Responsibility\_SW\_Env.pdf



# CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)  
01/05/2024

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

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

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 866-283-7122 FAX (A/C. No.): 800-363-0105 <b>E-MAIL ADDRESS:</b> <table border="1"> <tr> <th data-bbox="803 472 1388 514">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1388 472 1520 514">NAIC #</th> </tr> <tr> <td data-bbox="803 514 1388 546"><b>INSURER A:</b> Underwriters At Lloyds London</td> <td data-bbox="1388 514 1520 546">15792</td> </tr> <tr> <td data-bbox="803 546 1388 577"><b>INSURER B:</b> Hartford Fire Insurance Co.</td> <td data-bbox="1388 546 1520 577">19682</td> </tr> <tr> <td data-bbox="803 577 1388 609"><b>INSURER C:</b> Twin City Fire Insurance Company</td> <td data-bbox="1388 577 1520 609">29459</td> </tr> <tr> <td data-bbox="803 609 1388 640"><b>INSURER D:</b> Hartford Accident &amp; Indemnity Company</td> <td data-bbox="1388 609 1520 640">22357</td> </tr> <tr> <td data-bbox="803 640 1388 672"><b>INSURER E:</b> ACE Property &amp; Casualty Insurance Co.</td> <td data-bbox="1388 640 1520 672">20699</td> </tr> <tr> <td data-bbox="803 672 1388 686"><b>INSURER F:</b></td> <td data-bbox="1388 672 1520 686"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Underwriters At Lloyds London	15792	<b>INSURER B:</b> Hartford Fire Insurance Co.	19682	<b>INSURER C:</b> Twin City Fire Insurance Company	29459	<b>INSURER D:</b> Hartford Accident & Indemnity Company	22357	<b>INSURER E:</b> ACE Property & Casualty Insurance Co.	20699	<b>INSURER F:</b>	
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<b>INSURER E:</b> ACE Property & Casualty Insurance Co.	20699														
<b>INSURER F:</b>															
<b>INSURED</b> CDM Smith Inc. 75 State Street Suite 701 Boston MA 02109 USA															

**COVERAGES**
**CERTIFICATE NUMBER:** 570103506869

**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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			08CSEQU4161	01/01/2024	01/01/2025	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$15,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$4,000,000</td></tr> </table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$15,000	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$4,000,000	PRODUCTS - COMP/OP AGG	\$4,000,000
EACH OCCURRENCE	\$2,000,000																		
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000																		
MED EXP (Any one person)	\$15,000																		
PERSONAL & ADV INJURY	\$2,000,000																		
GENERAL AGGREGATE	\$4,000,000																		
PRODUCTS - COMP/OP AGG	\$4,000,000																		
B	<b>AUTOMOBILE LIABILITY</b> <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			08 UEN QU4162	01/01/2024	01/01/2025	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$2,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000																		
BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
E	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			XEUG28194687008	01/01/2024	01/01/2025	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$10,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$10,000,000</td></tr> </table>	EACH OCCURRENCE	\$10,000,000	AGGREGATE	\$10,000,000								
EACH OCCURRENCE	\$10,000,000																		
AGGREGATE	\$10,000,000																		
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	08WNQU4160 AOS 08WBRQU4163 WI	01/01/2024	01/01/2025	<table border="1"> <tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTHER</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input 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				
<input checked="" type="checkbox"/> PER STATUTE	<input 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																		
A	Architects & Engineers Professional			PSDEF2400033 Professional/Claims Made	01/01/2024	01/01/2025	<table border="1"> <tr><td>Each Claim</td><td>\$5,000,000</td></tr> <tr><td>Aggregate</td><td>\$5,000,000</td></tr> </table>	Each Claim	\$5,000,000	Aggregate	\$5,000,000								
Each Claim	\$5,000,000																		
Aggregate	\$5,000,000																		

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

**CERTIFICATE HOLDER**
**CANCELLATION**

CDM Smith Inc. 75 State Street, Suite 701 Boston MA 02109 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
---	--

Holder Identifier :

Certificate No : 570103506869

AGENCY CUSTOMER ID: 10518329

LOC #:



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.
POLICY NUMBER See Certificate Number: 570103506869		
CARRIER See Certificate Number: 570103506869	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance	
01.01.24 - 01.01.25 Professional	
Policy: PSDEF2400033	
Beazley (Syndicates 2623/0623) - 25%	
BRIT (Syndicate 2987) - 25%	
Munitus (Syndicates 4242/457/4711/5555) - 12.5%	
Re/Rn (Syndicate 1458) - 10%	
Convex (Syndicate 1984) - 7.50%	
Castel Underwriting (Syndicate 2525) - 5%	
Professional Policy: 42CNP31339704	
National Fire & Marine Insurance Company - 15%	

N/A

**HOLD HARMLESS AGREEMENT**

I, \_\_\_\_\_, (*print owner's name*), am the 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 \_\_\_\_\_, 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 subcontractors.

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

*Owner:* \_\_\_\_\_ *(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.*

*(Seal)*

\_\_\_\_\_  
*NOTARY PUBLIC – STATE OF* \_\_\_\_\_  
*Type or print name:*  
\_\_\_\_\_  
*Commission No.:* \_\_\_\_\_  
*Commission Expires:* \_\_\_\_\_



## PROPOSAL FORM

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

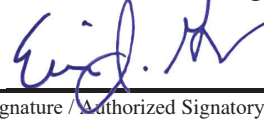
I hereby certify that I have read and understand the requirements of this Request for Statement of Qualifications and that I, as the proposer, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required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

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

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

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

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

x   
Signature / Authorized Signatory

Eric Grotke, PE, BCEE

Printed Name

Vice President

05/09/2024

Title

Date

CDM Smith Inc.

Company Name

101 Southhall Lane, Suite 200, Maitland, FL 32751

Full Address

407.660.2552

N/A

grotkeej@cdmsmith.com

Telephone

Fax

E-mail Address

05-599-0261

04-2473650

Dun & Bradstreet #

Federal I.D. #



## A. Letter of Interest

County of Volusia  
Attn: Kathy Williams, Procurement Manager  
123 W. Indiana Avenue, Room 302  
DeLand, FL 32720

**Subject: RSQ No. 24-SQ-101KW Professional Stormwater and Environmental Engineering Services**

Dear Ms. Williams:

For many years, Volusia County (County) has taken a proactive approach to stormwater management. The County has successfully managed its water resources through planning, project design and implementation, management, and maintenance in order to address flooding, erosion, and sedimentation and water quality in your canals, lakes, estuaries, and waterways. **CDM Smith Inc.** applauds your efforts to improve the level of service that your Stormwater Utility Program provides to the citizens of Volusia County, and we once again commit to you the resources and energy of our professional and skilled CDM Smith team who have supported your programs since 1987. We provide the County with the following benefits:

**Local, Experienced, Dedicated, and Familiar Management and Technical Team.** Our project team is comprised of professionals that share long-standing working relationships with Volusia County on a wide range of stormwater management assignments and have extensive experience with other progressive stormwater programs throughout Florida and across the Southeast. Our knowledge of your system and long-term record of successful delivery allow the CDM Smith team to quickly partner with your staff and begin work immediately on any assignment.

Project manager **Danielle Honour, PE, DWRE** has more than 25 years of experience providing stormwater and water resource solutions to clients in Florida. She has been involved in many projects we have completed for the County, including having served as the project manager for the Deep Creek Basin Stormwater Master Plan (SWMP), preparation of Volusia County's Annual National Pollutant Discharge Elimination System (NPDES) reports, and the Halifax and St. Johns River Outfall Assessments. Additional key staff members include familiar faces such as **Michael Schmidt, PE, BCEE, DWRE** and **Brian Mack, PE, DWRE**. The roles and credentials of all local key individuals from CDM Smith and our subconsultants are provided in **Tab 2: Project Team**. Each of these team members are immediately available to the County as needed. In all, we have 400 engineers and water resource professionals in Florida; including several team members well-known by County staff through collaboration on past projects.

**Our Full Service Team Will Provide the County with Unparalleled Expertise in All Requested Scope Items.** When we say full service, we mean it. CDM Smith has provided technical direction for stormwater management, master planning, modeling, conceptual design, monitoring, guidance, and training on the fundamentals of stormwater regulatory requirements, preparation of annual reports and permit re-applications, compliance audits and inspections with permitting agencies, expert witness support, and other stormwater services. This includes NPDES, Total Maximum Daily Load (TMDL), and Basin Management Action Plans (BMAP) implementation assistance for Volusia County, throughout Florida, and across the country. We have also successfully delivered numerous water resources projects focusing on watershed and stormwater quality, ecosystem restoration, flood control, water supply, and water improvements. Our team includes **Southeastern Surveying & Mapping Corporation** (Survey), **Bechtol Engineering & Testing, Inc.** (Geotechnical), and **Applied Ecology, Inc.** (Ecology), all who have a strong history of working with the County as well as CDM Smith on previous projects. As a cohesive team, under the guidance of strong project management, we will be able to support the County with the right resources at the right time for all potential task authorizations under this contract.

**In-Depth Understanding of Your System While Seeing the Big Picture Means No Learning Curve.** We have supported the County since 1987, providing a depth of services which range from resolving significant flooding problems in the Riviera Oaks subdivision to implementing the County's stormwater utility program in the 90s, to our current ongoing

NPDES services. In addition, we have synergies with other local entities and communities including the Eastern Volusia Regional Water Authority (EVRWA), Ormond Beach, Daytona Beach, and Port Orange, which allows us to offer sound engineering and a big picture perspective. We know the entire stormwater system as well as local stakeholders and regulatory agencies, which will provide multiple benefits and cost-savings as you implement your comprehensive master water resource plan and develop capital improvement plans to enhance stormwater management.

We greatly value our relationship with the County, and we look forward to the opportunity to continue to serve you in your stormwater and environmental engineering needs. As a vice president of CDM Smith, I am an authorized representative of the firm attesting that the information provided in this submittal is current and factual and all team members proposed agree to work on projects under this contract together. We stand committed to providing the quality and innovative professional services upon which our solid reputation is built.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric Grotke", with a long horizontal flourish extending to the right.

Eric Grotke, PE, BCEE  
Vice President  
CDM Smith Inc.



## CERTIFICATE

I, Paul T. Milligan, Secretary of CDM Smith Inc., a Massachusetts corporation, do hereby certify that Eric Grotke holds the position of Client Service Leader, which entitles Mr. Grotke to execute and deliver proposals, contracts and agreements for the performance of professional services in the name and on behalf of CDM Smith Inc. Further, consistent with the firm's signing authority policies and procedures, Mr. Grotke has been delegated the authority to execute and deliver proposals, contracts and agreements for the performance of professional services specifically for the project titled Volusia County Professional Stormwater and Environmental Engineering Services in DeLand, Florida.

I further certify that the foregoing is consistent with the Contract Signing Authority Policy and with the By-laws of the said corporation.

IN WITNESS WHEREOF, I have executed this certificate and have caused the corporate seal of CDM Smith Inc. to be hereunder affixed on this 30<sup>th</sup> day of April 2024.

*Paul Milligan*

Paul T. Milligan- Secretary of the Corporation



COA-GROTKE, ERIC-Volusia County-Prof SEES-4.30.24

WATER + ENVIRONMENT + TRANSPORTATION + ENERGY + FACILITIES



Form **W-9**  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**  
  
Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.  
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  
**CDM SMITH INC.**

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

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

☐ Individual/sole proprietor    ☒ C corporation    ☐ S corporation    ☐ Partnership    ☐ Trust/estate  
☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .  
**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  
☐ Other (see instructions) \_\_\_\_\_

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) **5**  
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) \_\_\_\_\_  
  
(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.  
**75 STATE STREET, SUITE 701**

6 City, state, and ZIP code  
**BOSTON, MA 02109**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**  
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.  
**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number  
 -  -   
or  
Employer identification number  

0

4

-

2

4

7

3

6

5

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 *Janeen Pitts*  
Date **03/13/2024**

**General Instructions**  
Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).  
**What's New**  
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

**Purpose of Form**  
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form, you:**

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

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

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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

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

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

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

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

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

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

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

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

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

Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

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

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
- G—A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
- I—A common trust fund as defined in section 584(a).
- J—A bank as defined in section 581.
- K—A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

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

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

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

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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



Part II. Certification

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

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

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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

Secure Your Tax Records From Identity Theft

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

- To reduce your risk:
- Protect your SSN,
  - Ensure your employer is protecting your SSN, and
  - Be careful when choosing a tax return preparer.

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

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

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

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

**Protect yourself from suspicious emails or phishing schemes.**

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

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

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

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

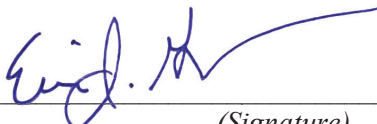
## Privacy Act Notice

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

**PROHIBITION AGAINST CONTINGENT FEES:**

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

The firm, CDM Smith 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 April 16, 2024

By Eric Grotke, PE, BCEE; Vice President  
Corporate Officer Name & Title

STATE OF Florida

COUNTY OF Orange

Sworn to/affirmed and subscribed before me this 16th day of April, 2024, by  
Eric Grotke, PE, BCEE, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.



NOTARY PUBLIC – STATE OF Florida

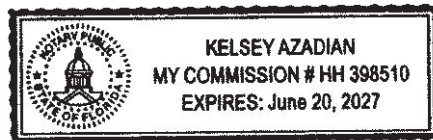
Type or print name:

Kelsey Azadian

Commission No.: HH398510

Commission Expires: June 20, 2027

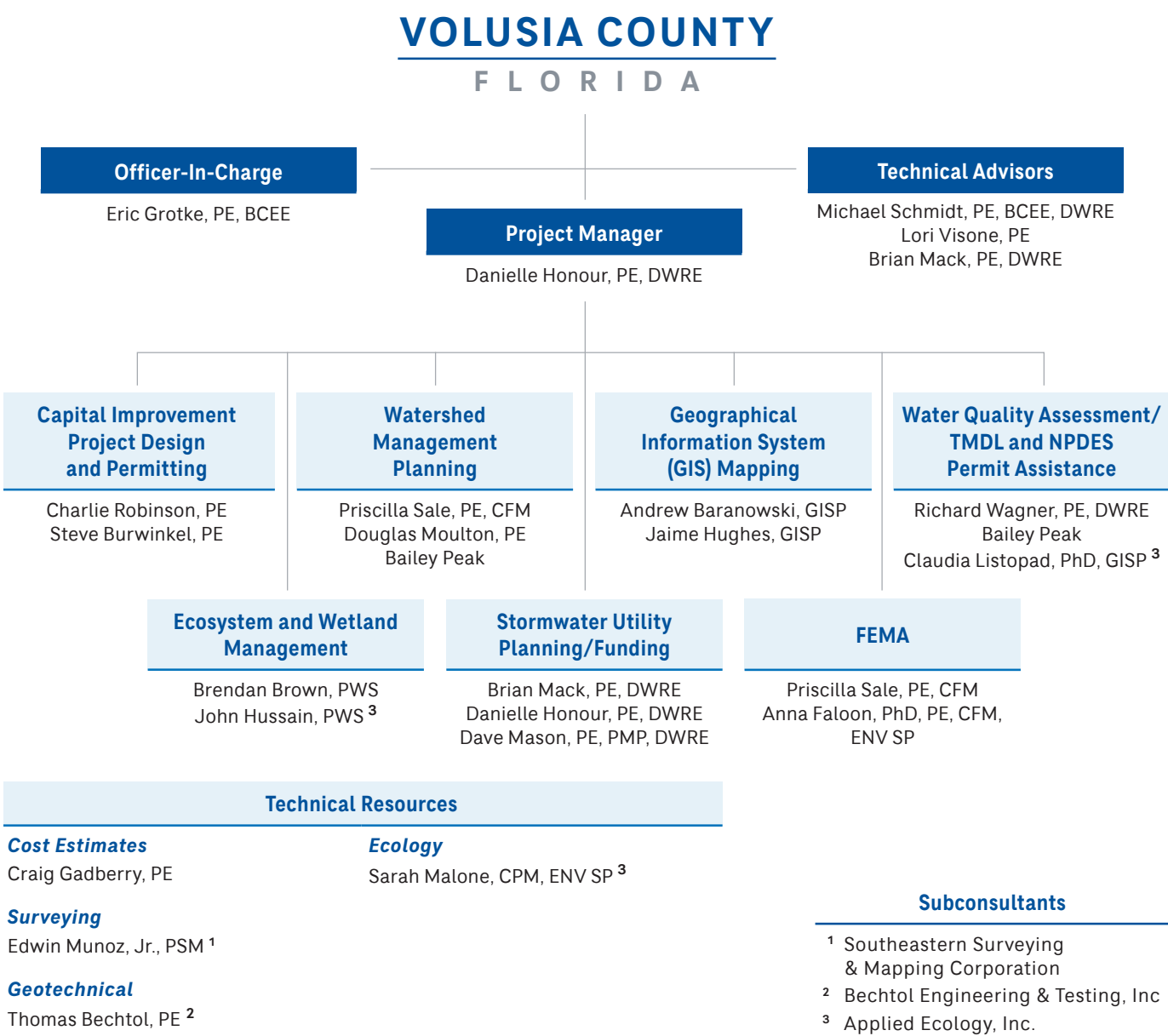
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## 2. Project Team

### Prime Consultant

CDM Smith will lead a local team that has a proven track-record of success in working with municipalities like the County in Florida and across the country. We will partner with the County’s staff to form a single team with a single, shared mission: successfully implementing your stormwater projects. This type of partnership starts with the right people. We will provide the County with a core project management team, as well as any specialists that will be needed during the contract for specific technical elements. Key project team members have been selected based on their expertise, close proximity, and ability to commit the time necessary to complete project tasks. In addition, many of our proposed staff have worked with the County on previous stormwater projects, meaning we are attuned to your procedures and preferences, as well as knowledgeable of your stormwater goals and priorities.



## Danielle Honour, PE, DWRE

Project Manager; Stormwater Utility Planning/Funding



### Business Address:

101 Southhall Lane,  
Suite 200,  
Maitland, FL 32751

### Phone Number:

407.660.6313

### Email:

honourdm@cdmsmith.com

### Education:

ME - Environmental  
Engineering Sciences;  
BS - Civil and  
Environmental Engineering

### Registrations, Certifications:

Professional Engineer  
(PE): FL; Diplomate,  
Water Resources  
Engineer (DWRE);  
Florida Department of  
Environmental Protection  
(FDEP) Stormwater Erosion  
and Sedimentation  
Control Certification

**Total Years of Experience/  
Years with Firm:** 28/25

Danielle brings 28 years of relevant and local experience in water resources planning. She has focused her career on watershed management planning (including several efforts involving large stakeholder groups), stormwater modeling, NPDES MS4 permitting and compliance, water quality regulations, TMDL and BMAP support, and stormwater retrofit design. Danielle served as project manager for Volusia County's Halifax River Stormwater Outfall Assessment where she identified and recommended best management practices to meet the TMDL requirements for nitrogen set by FDEP. She has assisted Volusia County in the preparation of annual NPDES report and Notice-of-Intent for your Phase II permit.

**Job Skills:** Watershed management planning ■ Water quality improvement strategies, stormwater modeling ■ TMDLs ■ NPDES Municipal Separate Storm Sewer System (MS4) permitting ■ Water quality assessments ■ Stormwater retrofit design and permitting ■ Geographic Information Services (GIS) applications ■ Public presentations and guidance

## RELATED WORK EXPERIENCE

### Project Technical Leader, Nutrient Loading Analysis, Central Florida Tourism Oversight

**District, FL.** Due to TMDL mandates in the state of Florida, the RCID has been closely monitoring nutrient levels within two of their creek systems. To further understand these systems, CDM Smith performed Phase I of a nutrient loading analysis for the study area in order to quantify external and internal nutrient loadings within the WBIDs through the development of an HSPF model and performed preliminary calibration. To further support the conclusions of the Phase I study, we also developed a groundwater monitoring plan which included the installation of shallow monitor wells to better evaluate potential nutrient loading from groundwater to receiving waters.

### Project Technical Leader, Lake Jesup Wetland Treatment System Alternative Analysis, St. Johns River Water

**Management District (SJRWMD), FL.** Danielle assisted the SJRWMD with the feasibility of Alternative Site 3 for wetland treatment. This included compiling and reviewing available existing information and data to support a preliminary desktop analysis of Alternative Site 3. CDM Smith identified a total of five different conceptual layouts (i.e., footprint and components) for a potential flow-through wetland treatment system to maximize nutrient removal within the physical constraints of the Alternative Site 3. We also evaluated other alternative "small footprint" nutrient removal technologies at Alternative Site 3 that could provide similar nutrient removal benefits as the Little Cameron Ranch site at similar or lower costs.

### Project Manager, Pearce Drain/Gap Creek Watershed Management Plan, Southwest Florida Water Management

**District (SWFWMD), FL.** We developed a watershed management plan (WMP) for the Pearce Drain/Gap Creek watershed located in Manatee County, FL. The WMP was developed in response to widespread flooding that occurred in the watershed during August 2017. The WMP consists of the following components: Watershed Evaluation, Floodplain Analysis and Flood Protection Level of Service (FPLOS) Determination, Drainage Improvement Analysis and Recommendations. The watershed model was developed using GWIS and ICPR4 modeling software and model calibration, verification and validation were performed. CDM Smith developed the existing FPLOS for the watershed for both structures and roadways. Alternatives were developed and focused on the flooding areas of concern as a result of the August 2017 event. CDM Smith developed the floodplain mapping for the watershed based on the results of the watershed model.

**Project Engineer, Stormwater Utility Program Update, Volusia County, FL.** This stormwater utility evaluation served as an update to the 2004 Stormwater Utility Program Evaluation previously completed by CDM Smith. The update included a level-of-service cost analysis for the County's current and future stormwater program; a rate structure update based on recent trends for the stormwater utility; and an updated rate model that provides options for the County to meet its long-term stormwater management needs and challenges.

**Project Manager, NPDES MS4 Permit Support, Volusia County, FL.** To support the County in maintaining compliance with its NPDES MS4 permit, we prepared supporting documentation for compliance with the County's NPDES Phase II Permit multiple years of coverage as well as the County's re-application for coverage under the State of Florida's Generic permit.

## Eric Grotke, PE, BCEE

### Officer-In-Charge


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**Education:**

BS – Civil Engineering

**Registrations,**
**Certifications:** PE:

FL; Board Certified  
Environmental  
Engineer (BCEE)

**Total Years of Experience/  
Years with Firm:** 35/35

Eric is an environmental engineer with over 35 years of experience in stormwater management, water, wastewater, and reclaimed water, transportation and solid waste. As officer-in-charge, he will ensure overall County satisfaction with all project-related tasks performed by the team. He will be responsible for delivery of the personnel, budget commitments, and services contained within this contract. He will also be responsible for the schedule, quality assurance/quality control (QA/QC) program, and dedication of adequate resources for contract assignments. He has served in this role for several Central Florida clients, including Osceola County, Orange County, Seminole County, and the cities of Orlando, Cocoa, Sanford, Casselberry, Altamonte Springs, Melbourne, and Ormond Beach.

**Job Skills:** Stormwater management ■ Contracts and negotiations ■ Stakeholder and public involvement

## RELATED WORK EXPERIENCE

### **Officer-in-Charge, NPDES MS4 Cycle 3 Permit – Years 3 and 4 Support, Volusia County, FL.**

To support the County in maintaining compliance with its permit, CDM Smith prepared supporting documentation for compliance with the County's NPDES Phase II Permit for Year 3 and preparation of the Year 4 Annual Report as well as the County's re-application for coverage under the State of Florida's Generic permit. Our team also provided support to the County during an FDEP audit and assisted the County in preparing responses to the state.

### **Officer-in-Charge, Stormwater Pollution and Prevention Plan (SWPPP) and Spill Prevention Control and**

**Countermeasures Plan, Volusia County, FL.** CDM Smith prepared an operational SWPPP for the DBIA to facilitate compliance with the requirements of the facility's MSGP for Stormwater Discharge Associated with Industrial Activity. To develop the SWPPP, CDM Smith staff completed site inspections at 20 tenant facilities and conducted interviews with tenant representatives to identify existing facility activities and assess potential stormwater pollution sources at DBIA.

**Officer-in-Charge, Halifax River Stormwater Outfall Assessment, Volusia County, FL.** Eric served as officer-in-charge and worked with Volusia County to identify and recommend BMPs to meet the TMDL requirements for nitrogen set by FDEP for the Halifax River basin. The potential project areas were in highly urbanized areas, which required unique BMPs that had little-to-no footprints. Potential solutions included exfiltration trenches that utilized the existing well drained soils and low groundwater to capture the runoff and prevent discharge to the river. Pollutant loading analysis, operation and maintenance evaluation, conceptual costs, and an overall recommended plan were developed.

**Officer-in-Charge, Marks and Pasadena Drainage Improvements, City of Orlando, FL.** The Marks and Pasadena Drainage Improvements will significantly reduce flooding in an area of the City that experiences chronic and severe flooding. CDM Smith initially evaluated this flooding as part of an overall drainage study that considered three potential alternatives for improvements. The study concluded that diverting drainage from the flooded areas out of the Lake Concord system to Lake Highland provided the most effected flood reduction. The study also identified the drainage infrastructure that was needed to adequately convey the diverted drainage.

**Officer-in-Charge, Stormwater Master Services Agreement, Orange County, FL.** Eric is the officer-in-charge for several task authorizations issued to CDM Smith, including stormwater conveyance improvements (Gardner Canal, Curtis Canal, Sky Lake Canal, Winter Pines 3B Canal, and Winter Pines 3H Canal); stormwater pond inventory efforts; water quality retrofit investigations; assisting with the development of inter-local agreements with the incorporated governments within the County who are NPDES co-permittees with the County; designing a replacement drainage well; and providing watershed planning services.



## Michael Schmidt, PE, BCEE, DWRE

### Technical Advisor


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**Education:**

BS – Environmental  
Engineering

**Registrations,**

**Certifications:** PE: FL,  
LA; BCEE; DWRE

**Total Years of Experience/  
Years with Firm:** 40/38

Mike is CDM Smith's Global Practice Leader for Water Resources Infrastructure and Resiliency. He has 40 years of experience in sustainable and resilient stormwater, civil works, flood control, green infrastructure, coastal, water supply, ecosystem restoration, water resource, watershed master planning, modeling, research, facilities evaluations and design, permitting, operations, asset and data management, implementation, training, public information, and funding. Mike has extensive experience with the US Environmental Protection Agency (EPA) and delegated State (FDEP) NPDES for more than 50 Phase 1 and 2 permitting programs for stormwater and point sources as well as the TMDL program and implementation through the Pollutant Load Reduction Goal (PLRG) program.

**Job Skills:** Stormwater ■ Flood control ■ Coastal ecosystem restoration ■ Water resource and watershed master planning ■ Modeling ■ Facilities evaluations and design ■ Water quality and BMPs, NPDES MS4 and SWPPPs ■ Permitting ■ Operations ■ Asset and data management ■ Implementation ■ Training ■ Public information and presentations ■ Funding ■ Expert witness

## RELATED WORK EXPERIENCE

### Technical Manager, Halifax River Watershed and St. Johns River Watershed Stormwater

**Outfall Assessments, Volusia County, FL.** Mike served as technical manager for the assessments of stormwater outfalls for potential retrofit to meet pending TMDLs and nutrient requirements. The assessment included tributary area, land use and impervious area, stormwater flow, and optional pollutant loads for evaluation of retrofit BMPs.

### Project Manager, Nova Canal Flood Control and Integrated Resource Plan, East Volusia Regional Water Authority

**(EVRWA), Volusia County, FL.** Mike was the project manager and technical expert on our team that provided stormwater management planning, conceptual design, and cost-benefit analysis support to identify a cost-effective implementation plan to achieve flood control, water quality improvement, aquifer recharge, and stormwater harvesting for reuse for this project to support five cities, Volusia County, and FDOT.

### Technical Manager, Stormwater Management Needs Assessment (SMNA) and Stormwater Control Conservation and

**Aquifer Recharge Program (SCCARP), Volusia County, FL.** Mike served as technical manager for the SMNA and SCCARP which identified stormwater and watershed needs, levels of service (LOS), and prioritization for data acquisition, watershed plans and initial projects.

**Technical Manager, Watershed Management Plans for the Halifax River and Tomoka River, Volusia County FL.** Mike served as technical manager for these initial watershed plans including developing the methodology guidance and training for consultant teams performing work for Nova Road Canal, B-19 Canal, and others. This included planning and modeling approaches, levels of service for flood control, water quality and aquifer recharge, and best management Practices (BMPs).

**Technical Advisor, Village of Royal Palm Beach Watershed Plan, FL.** Mike serves as technical advisor and reviewer for this watershed plan update of the Stormwater Master Plan (SWMP) for flood risk and vulnerability. This included evaluation of stormwater assets, identification of problem areas and level of service, update of SWMP stormwater models, and recommendations for the evaluation of mitigative/adaptive measures to manage flooding and protect water quality.

**Lead Engineer, Comprehensive Stormwater and Coastal Resilience Master Plan, City of Hollywood, FL.** Mike is responsible for technical direction and review for the stormwater management and coastal resilience program for Hollywood to plan, model, and evaluate various existing and future climate conditions for sea level rise, tidal surge, and extreme rainfall. Levels of service (LOS) for flood control, water quality treatment, and aquifer recharge within brackish and committed groundwater constraints were defined to develop alternative mitigative measure evaluations for swales, exfiltration systems recharge wells, park renovations, backflow prevention, seawalls, and pump stations for the City with coordination of multiple entities including FDOT for A1A and I-95, Central Broward Water Control District (CBWCD), South Broward Drainage District (SBDD), Broward County, Dania Beach, and Hallandale. The plan includes multi-benefit resilient and adaptable green and grey stormwater and coastal components, benefit-cost analysis using FEMA HAZUS for a 50-year planning horizon with conditions for future adaptation of resilient features.

## Lori Visone, PE

Technical Advisor



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### Education:

MS – Civil Engineering;  
BS – Civil Engineering

### Registrations,

**Certifications:** PE: GA, AL,  
MD; Erosion and Sediment  
Control Level II Certified  
Design Professional

**Total Years of Experience/  
Years with Firm:** 28/2

Lori has 28 years of experience with a focus on watershed and stormwater related services. She has managed watershed assessments, watershed improvement plans, and a range of hydrology and hydraulics related projects. Lori has also developed many watershed improvement plans which focus on retrofit of existing stormwater facilities, stream restoration, and green infrastructure. She has developed a range of Excel and GIS based tools to aid with planning and capital improvement project tracking. She is experienced in floodplain delineation, stormwater facility analysis and design, and stormwater master planning. She uses a range of surface water modeling software. Lori also uses GIS and GIS tools for water quantity and quality modeling and data analysis.

**Job Skills:** Flood risk assessment and mapping ■ NPDES stormwater permitting (MS4 and Industrial) ■ Rivers and ecosystem restoration ■ Stormwater planning and green infrastructure BMP design ■ Stormwater planning and modeling ■ Water quality analysis, monitoring and modeling ■ Watershed planning and protection ■ Funding (stormwater utilities and grants)

## RELATED WORK EXPERIENCE

**Project Technical Lead, Pigeon House Branch Watershed Study, City of Raleigh, NC.** Lori led the stream assessment for the Pigeon House Branch Watershed Study. In addition to traditional stream assessment methods, the stream assessment included 360 video documentation of the existing stream which is linked to GIS points providing a “street view” perspective for all assessed stream segments. Lori is providing technical leadership for the overall watershed study which will include the development of the watershed model using PC-SWMM; project identification, development and prioritization; and the development of a watershed implementation plan for water quality and quantity capital improvement projects for the Pigeon House Branch watershed.

**Project Engineer, Stormwater Utility Program Update, Volusia County, FL.** This stormwater utility evaluation served as an update to the 2004 Stormwater Utility Program Evaluation previously completed by CDM Smith. The update included a level-of-service cost analysis for the County’s current and future stormwater program; a rate structure update based on recent trends for the stormwater utility; and an updated rate model that provides options for the County to meet its long-term stormwater management needs and challenges.

## RELATED WORK EXPERIENCE PRIOR TO CDM SMITH

**Task Leader and Technical Guidance, Richland Creek Water Quality Master Plan, City of Greenville, SC.** Lori developed a watershed improvement plan to address nitrogen, phosphorus, and pH water quality impairments in the Richland Creek watershed. She supported the Section 5R planning process to avoid the establishment of a TMDL for the Reedy River, which is immediately downstream of Richland Creek. The project included assessing stream and existing water quality BMPs, identifying opportunities for additional BMPs, stream restoration projects and green infrastructure to protect and enhance water quality within the watershed.

**Project Manager or Task Leader/Technical Guidance, Watershed Improvement Plans, Atlanta Department of Watershed Management, City of Atlanta, GA.** Lori contributed to Watershed Improvement Plans (WIPs) for the entire City which included 10 watersheds that cover over 130 square miles. The WIPs identify projects, activities, and policies that will improve the water quality, biotic integrity, and habitat in each study area. Her team conducted a desktop analysis to determine potential locations green infrastructure (GI), retrofit and new stormwater control facilities and stream restoration projects. They field visited and evaluated each site and over 1,000 concept level projects were developed. They also developed a water quality model, which included TSS, nutrients, and bacteria, for each study area to evaluate existing conditions along with several proposed scenarios.



## Brian Mack, PE, DWRE

Technical Advisor; Stormwater Utility Planning/Funding



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BS – Mining Engineering

**Registrations,**

**Certifications:** PE:  
GA, FL, VA; DWRE

**Total Years of Experience/  
Years with Firm:** 38/38

Brian has more than 38 years of experience in the water industry, providing technical expertise and sales leadership. His technical expertise is in the field of water resources planning for municipal, state, federal, and international clients with the goal of creating climate resiliency. He is an industry leader in developing integrated watershed solutions and in the development of disaster preparedness and recovery plans. This includes assisting clients with NPDES MS4 permit compliance activities.

**Job Skills:** Stormwater utility programs ■ Water resources planning ■ Climate resiliency ■ Watershed ■ Hydrologic/hydraulic modeling ■ Flood hazard assessments ■ Floodplain mapping

### RELATED WORK EXPERIENCE

**Project Director, Pearce Drain/Gap Creek Watershed Management Plan, SWFWMD, FL.**

CDM Smith was retained by the SWFWMD to develop a watershed management plan (WMP) for the 13-square mile Pearce Drain/Gap Creek watershed located in Manatee County, FL. The WMP is being developed in response to widespread flooding that occurred in the watershed during August 2017. The WMP consists of the following components: Watershed Evaluation, Floodplain Analysis and Flood Protection Level of Service (FPLOS) Determination, Drainage Improvement Analysis and Recommendations. The watershed model was developed using GWIS and ICPR4 modeling software and model calibration, verification and validation were performed. CDM Smith developed the existing FPLOS for the watershed for both structures and roadways. Alternatives were developed and focused on the flooding areas of concern as a result of the August 2017 event. CDM Smith also developed floodplain mapping for the watershed based on the results of the watershed model.

**Technical Advisor, Halifax River Stormwater Outfall Assessment, Volusia County, FL.** Brian assisted in the development of stormwater models that represented various drainage networks in the Halifax River watershed. He also assisted with the development and prioritization of alternatives that addressed existing or predicted surface water problems and identified flood control alternatives, including retrofitting grasslined swales, infiltration basins, and wet detention ponds using design criteria established by the SJRWMD.

**Project Director, Lake Hiwassee Drainage Basin Study, Orange County, FL.** The Orange County Stormwater Management Division contracted with CDM Smith to complete the Lake Hiwassee Drainage Basin Study. Brian served as the project manager for this study to perform a comprehensive drainage and flood level of service evaluation with floodplain delineations. The primary focus of the study is Lake Hiwassee and the flood protection provided by the existing 20-inch drainage well.

**Technical Advisor, Black Hammock Creek Restoration, Seminole County, FL.** SJRWMD has evaluated the Salt and Sweetwater Creek systems in the Black Hammock area of Seminole County and identified a series of project features to restore hydrology, address flooding, and improve water quality to Lake Jesup. Brian served as technical reviewer and assisted with the completion of a preliminary design alternative to restore flow to the historical floodplain areas along Salt Creek as well as provide recommendations for upstream culvert improvements to address flooding. The CDM Smith team also provided the final design of the alternatives recommended as well as additional preliminary design for Sweetwater Creek, and our team provided post-design services to support the County during the construction process, which included site visits, RFI responses, and shop drawing reviews.

**Project Director, Stormwater Utility Assessment, Village of Royal Palm Beach, FL.** Brian served as the project director for the stormwater funding feasibility study and implementation for the Village of Royal Palm Beach. This project was an effort to develop a dedicated funding source to meet the stormwater management needs of the Village. This included an evaluation of the Village's stormwater management program and the evaluation of future needs to meet both the expectations of the community and regulatory agencies. He worked closely with Village staff to implement the recommended program, which consisted of the establishment of a Stormwater Utility for stormwater operation and maintenance (O&M), capital improvement projects (CIP), and regulatory management. This effort included the development of a Policy and Procedures Manual for the stormwater utility program.

## Charlie Robinson, PE

### Capital Improvement Project Design and Permitting


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**Registrations,**
**Certifications:**

PE: GA, TN, AL, VA;  
Tennessee Department  
of Environment &  
Conservation EPSC Level 1

**Total Years of Experience/  
Years with Firm:** 21/4

Charlie has 21 years of experience in the realm of project management and civil/site design. His experience includes stormwater management and erosion and sediment control. He has prepared numerous grading and drainage plans, performed H&H modeling, designed stormwater conveyance networks, detention/retention ponds, water quality BMPs, sediment storage facilities, and underground detention systems. He has extensive experience in development of Storm Water Pollution Prevention Plans (SWPPPs) and obtaining NPDES permits for construction activities. Additionally, he is experienced in the use of AutoCAD, Civil3D, HydroCAD, the Hydraflow Extensions suite, and InfraWorks.

**Job Skills:** Facility code analysis ■ Facility design ■ Roadways ■ Civil works ■ Collection systems ■ NPDES stormwater permitting (MS4 and Industrial) ■ Stormwater planning and green infrastructure BMP design ■ Stormwater planning and modeling

## RELATED WORK EXPERIENCE

**Project Technical Leader/Civil Design Engineer, Little Wekiva River Erosion Control, City of Altamonte Springs, FL.** Charlie is currently serving as project technical leader and civil design engineer for a project that involves erosion repairs at four different locations along the Little Wekiva River that were identified by the City following extreme flooding associated with Hurricane Ian. He is responsible for developing the technical memorandum that serves as the basis of design, preparation of construction plans, identifying the necessary easements that will be required to perform the work, and coordinating with the City.

**Project Engineer, Mark B. Whitaker WTP Water Supply Master Plan Improvements Preliminary Design, Knoxville Utilities Board, Knoxville, TN.** Charlie served as the lead civil/site engineer for master planning of future improvements at a 30-acre water treatment plant and a 38-acre adjacent property. His responsibilities included conceptual layout of future process structures and support infrastructure and development of a master plan to bring the sites in to compliance with current City of Knoxville stormwater regulations.

**Project Engineer, Water Treatment Improvements, Hope Water & Light, Hope, AR.** Charlie served as the lead civil/site engineer for improvements to the utility's drinking water distribution system. The project included a new finished water pump station building and 750,000-gallon clearwell at the Graves Foster WTP as well as a booster pump station building and two 25-foot diameter water storage tanks at a new two-acre site. His responsibilities included preparation of construction drawings and specifications for the project, including conceptual site layout plans, development of the grading, drainage and erosion control plans, and preparation of the Storm Water Pollution Prevention Plan for the project.

**Project Engineer, Gilder Creek WRRF RAS Pump Station and Secondary Clarifier #1 and #2 Improvements, Renewable Water Resources, Greenville, SC.** Charlie served as the lead civil/site engineer for replacement of an existing pump station building at the Gilder Creek water resource recovery facility owned by Renewable Water Resources. His responsibilities included site grading and drainage design, design of water quality BMPs, design of erosion and sedimentation control BMPs, preparation of civil/site construction drawings and specifications, and permitting the project site improvements through the local jurisdiction.

**Project Engineer, Industrial Park Drainage and Water Quality Improvements, Southern Sandoval County Arroyo Flood Control Authority, Rio Rancho, NM.** Charlie served as a project engineer for a Preliminary Engineering Report (PER) that presented and evaluated alternatives for drainage and water quality improvements downstream of the Rio Rancho Industrial Park. His responsibilities included review of previous drainage studies and existing drainage patterns, development of three design concepts, summarizing local, state and federal regulatory requirements, and evaluating land requirements, constructability and operation & maintenance needs for each design alternative.

**Project Engineer, Crooked Creek WWTP Influent Pump Station, Headworks and Equalization Tank Improvements Project, Union County, Indian Trail, NC.** Charlie served as a project engineer for various upgrades at the Crooked Creek wastewater treatment plant. His responsibilities included site grading and drainage design, preparation of civil/site construction drawings and specifications, design of erosion and sedimentation control BMPs, and preparing the Erosion and Sedimentation Control Permit application to obtain approval from the North Carolina Department of Environment and Natural Resources.

## Steve Burwinkel, PE

### Capital Improvement Project Design and Permitting


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Post Baccalaureate  
Certificate in GIS; MS  
– Civil Engineering;  
BS – Environmental  
Engineering

**Registrations,**

**Certifications:** PE: FL

**Total Years of Experience/  
Years with Firm:** 21/2

Steve has over 21 years of experience in facility evaluations, master planning, computer modeling, utility design, permitting, and project management. He is proficient in numerous software programs related to hydraulic modeling, stormwater and groundwater simulation, GIS, and computer programming. He has extensive knowledge of WaterGEMS, SewerGEMS, MODFLOW, ICPR, XPSWMM, ArcGIS, and Python. He is currently supporting the County in your NPDES MS4 Cycle 4 permit renewal.

**Job Skills:** NPDES stormwater permitting (MS4) ■ Water resources planning ■ Stormwater retrofit design and permitting ■ Water quality modeling ■ GIS applications

### RELATED WORK EXPERIENCE

**Project Engineer, Wastewater Treatment Facility Alternatives Project, City of Vero Beach, FL.**

Steve was the project engineer for evaluation on the future of the City's wastewater treatment facility including impacts of TMDL regulations on the City's wet weather discharge of treated effluent to the Indian River Lagoon.

**Project Engineer, Ray Bullard WRF Stormwater Improvements, West Melbourne, FL.** Steve was the project engineer for the modeling and design of a regional stormwater pond providing nutrient removal converted from a lined reclaimed water storage pond.

**Project Manager, Tivoli-Wheeling Pump Station and Forcemain, Deltona, FL.** Steve was the project manager and engineer for the evaluation, design, permitting, and construction oversight of a 4,600 gpm stormwater pump station and forcemain.

**Project Engineer, C-44 Water Management Project Feasibility Study, Martin County, FL.** Steve was the project engineer for the evaluation of a stormwater impoundment reservoir through the use of a groundwater flow model and integrated surface water/groundwater model to predict groundwater mounding.

**Project Manager, Consumptive Use Permit (CUP) Renewal and Groundwater Modeling, City of Dade City, FL.** Steve was the project manager and lead modeler for the renewal of the City's CUP including the use of SWFWMD's groundwater model in support of the new supply wells and withdrawal allocation.

**Project Manager and Lead Modeler, Consumptive Use Permit Renewal and Groundwater Modeling, St. Lucie West Services District, Port St. Lucie, FL.** Steve served as project manager and lead modeler for the renewal of the St. Lucie West Services District's consumptive use permit. Work included population/ flow projections, groundwater drawdown analysis, and saltwater upconing for the District's CUP application.

**Project Engineer, Wetland Based Water Reclamation Project, West Palm Beach, FL.** Steve was the project engineer for the implementation and operation of a large-scale advanced wastewater treatment reuse project in Palm Beach County. He assisted in developing operational protocol based on permit requirements and coordination of reuse distribution.

**Project Manager, Water Use Permit Modification, Broward County, FL.** Steve was the project manager and lead modeler using SFWMD Broward County groundwater flow model to demonstrate the impact of the City's proposed increase in their annual allocation and the best location of additional supply wells.

**Lead Engineer, Groundwater Modeling and Vertical Extraction Well Design, Miami, FL.** Steve was the lead engineer for the design of a vertical extraction well system at a municipal landfill in Miami. He assisted in the development of a groundwater flow model of the site determining the need for the extraction well system.

**Project Manager, Groundwater Contamination Investigation and Water Supply Well Design, West Palm Beach, FL.** Steve was the project manager for the investigation of three unlined biofilters to determine the extent of elevated nitrate concentrations in the groundwater. He oversaw the construction and operation of the system as well as preparing an operational and maintenance manual for the client.

## Priscilla Sale, PE, CFM

### Watershed Management Planning; FEMA


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BS – Civil Engineering

**Registrations,**

**Certifications:** PE: FL;  
Certified Floodplain  
Manager (CFM)

**Total Years of Experience/  
Years with Firm:** 12/11

Priscilla is a water resources engineer with a focus on stormwater modeling. Her experience includes regional model development in ICPR3 and ICPR4, working with the Southwest Florida Water Management District's Geographic Watershed Information System (GWIS) database, modeling and calculation support for stormwater design projects and permitting, GIS support and data collection, analysis, and summarization.

**Job Skills:** Permitting ■ Water quality assessment ■ Stormwater ■ Flooding/erosion ■ GIS applications

## RELATED WORK EXPERIENCE

### **Staff Engineer, Pearce Drain/Gap Creek Watershed Management Plan, SWFWMD, FL.**

CDM Smith performed a watershed evaluation of the Pearce Drain/Gap Creek watershed in Manatee County. The objective of the evaluation was to evaluate and define the hydrologic and hydraulic (H&H) characteristics of the watershed that will be used to develop a water management plan (WMP) under future task work assignments. The WMP will ultimately be used to provide SWFWMD and the County with capital improvement projects to address recent flooding as a result of Tropical Storm Emily and Hurricane Irma. Priscilla served as staff engineer responsible for performing the primary GIS and H&H evaluation functions.

**Project Engineer, Lake Hiawassee Drainage Basin Study, Orange County, FL.** The Orange County Stormwater Management Division (County) contracted with CDM Smith to complete the Lake Hiawassee Drainage Basin Study. The purpose of the study was to perform a comprehensive drainage and flood level of service evaluation with floodplain delineations. The primary focus of the study was Lake Hiawassee and the flood protection provided by the existing 20-inch drainage well. Priscilla completed a watershed existing conditions assessment.

**Project Engineer, Colonial Town and Leu Gardens Stormwater Improvement Design and Construction Services, City of Orlando, FL.** CDM Smith was retained by SWFWMD to perform peer reviews of both the Double Hammock and Lower Coastal regional hydrologic/hydraulic watershed models developed by others. Our team was responsible for peer reviewing components of model development (i.e., model input parameters) and simulation results for both calibration simulations as well as design storms (i.e., model development and floodplain delineation). The reviews were done in tandem with completion of milestones by District's watershed management plan consultant. For this project, Priscilla performed the GIS review of the model parameters for reasonableness and consistency with provided input information, including review of the data sources, look-up tables, and District Guidance Documents. She also performed consistency checks between the GWIS geodatabase and the ICPR model. As project engineer, she reviewed the floodplain delineations to ensure consistency between base flood elevation indicated by model and those indicated in floodplain delineation. She also maintained the project comments geodatabase, which tracks the peer review comments throughout the project lifecycle. Priscilla assisted SWFWMD and the WMP consultant at the open house, where the modeling results (floodplain delineations) were presented to the public and additional information was gathered from residents.

**Project Engineer, Curtis and Gardner Outfall Improvements, Orange County, FL.** Orange County Roads and Drainage Division requested CDM Smith to evaluate the Gardner and Curtis canal systems and recommend alternatives to address the flooding and erosion problems within the project areas, develop final design documents to address erosion problems, and provide construction observation services during the construction and certification stages of the project. Priscilla provided modeling and permitting services for this project.

**Project Engineer, Reclaimed Water Application to Wetlands Feasibility Study, City of Cocoa, FL.** The City of Cocoa's Jerry Sellers Water Reclamation Facility (WRF) has a public access reuse irrigation system and a permitted wet weather discharge to the Indian River Lagoon. CDM Smith has been working with the City to develop alternatives for wet weather discharge to the Indian River Lagoon which has an adopted TMDL. As part of final feasibility, our team performed a comprehensive H&H evaluation of the project area and the surrounding watershed to determine if a wetland application system would cause off-site flooding impacts and to provide input data for incorporation into the wetland treatment performance model such as flows and water levels.



## Douglas Moulton, PE

### Watershed Management Planning


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Environmental  
Engineering

**Registrations,**

**Certifications:** PE: FL;  
FDEP Qualified Stormwater  
Management Instructor

**Total Years of Experience/  
Years with Firm:** 26/24

Doug is an environmental engineer with 26 years of experience specializing in hydrological and hydraulic modeling. His experience with simulation models includes Interconnected Pond Routing Model (ICPR), USACE River Analysis System (RAS) and Hydrologic Modeling System (HMS), the US EPA Stormwater Management Model (SWMM), the Danish Hydraulic Institute's MIKE SHE and MIKE 11 models, MIKE Urban, MIKE Flood, and Innovyze's InfoSWMM. His experience includes stormwater modeling for Lake Apopka, Big Econ, Lake Jesup, and Lake Monroe Watersheds in Central Florida. He also has considerable experience in ESRI GIS applications, including geodatabases, ArcHydro and ArcPro. For SWFWMD Pearce Drain/Gap Creek WMP, Doug was responsible for converting an existing ICPR4 model of this basin into HEC RAS and completing a floodway analysis.

**Job Skills:** Hydrologic/hydraulic modeling ■ GIS support ■ Master planning

### RELATED WORK EXPERIENCE

**Modeler, Lake Hiawassee Drainage Basin Study, Orange County, FL.** The Orange County Stormwater Management Division contracted with CDM Smith to complete the Lake Hiawassee Drainage Basin Study. The purpose of the study was to perform a comprehensive drainage and flood level of service evaluation with floodplain delineations. The primary focus of the study is Lake Hiawassee and the flood protection provided by the existing 20-inch drainage well.

**Modeler, Black Hammock Creek Restoration, Seminole County, FL.** SJRWMD has evaluated the Salt and Sweetwater Creek systems in the Black Hammock area of Seminole County and identified a series of project features to restore hydrology, address flooding and improve water quality to Lake Jesup. Douglas provided technical review for the preliminary design alternative to restore flow to the historical floodplain areas along Salt Creek as well as provide recommendations for upstream culvert improvements to address flooding. He also reviewed the final design of the alternatives recommended as well as additional preliminary design for Sweetwater Creek. Our team also provided post-design services to support the County during the construction process, which included site visits, RFI responses, and shop drawing reviews.

**Modeler, SWMP Update, City of Jacksonville, FL.** Douglas was responsible for the update and refinement of a SWMM of the City of Jacksonville. The update required the use of ArcHydro in the generation of the new basin, generating new hydrological parameters, and updating the hydraulic components by including new survey of culverts and bridges, as well as conversion of remnant SWMM Version 3 components. In addition, Douglas also documented the update and developed alternatives to provide relief from estimated flooding.

**Technical Review, Southeast Lakes Conceptual Improvements, Program Management, and Construction Engineering Inspection (CEI), City of Orlando, FL.** The Southeast Lakes Basin is a 3,500-acre flood-prone watershed within the City of Orlando that includes areas of downtown, as well as many of its signature lakes and parks. CDM Smith designed conceptual improvements to enable better management of the 19 surface water lakes during wet and dry weather, improve overall water quality within the basin, and reduce flood elevations in critical areas. In addition, the City requested that CDM Smith serve as program manager for the final design and construction services to implement the various improvements, including nine overflow structures and culvert connections between various lakes within the basin, 11 water quality structures (baffle boxes) to provide overall water quality improvements within the basin and a seasonal lake level management plan to further reduce flood stages within flood-prone areas of the basin.

**Senior Technical Reviewer, SWFWMD Watershed Model Peer Review: Double Hammock and Lower Coaster Watershed Management, SWFWMD, FL.** CDM Smith was retained by SWFWMD to perform peer reviews of both the Double Hammock and Lower Coastal regional hydrologic/hydraulic watershed models developed by others. Douglas provided senior technical review for the peer reviewing components of model development (i.e. model input parameters) and simulation results for both calibration simulations as well as design storms (i.e. model development and floodplain delineation). The reviews were done in tandem with completion of milestones by District's watershed management plan consultant.

## Andrew Baranowski, GISP

### GIS Mapping



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**Education:**  
BA – General Studies

**Registrations, Certifications:** Geographic Information Systems Professional (GISP)

**Total Years of Experience/ Years with Firm:** 41/30

As a GIS data conversion specialist, Andrew has more than 30 years of experience providing GIS solutions, with a strong background in data conversion and quality assurance (QA). He provides both management and technical leadership in the application of information technology, GIS implementation and support services. In addition, he serves as a technical resource for CDM Smith projects worldwide.

**Job Skills:** GIS implementation and support ■ Data conversion ■ NPDES permit support

### RELATED WORK EXPERIENCE

**GIS Manager, SWMP Update, City of Lake Worth, FL.** Andrew served as the GIS manager for this effort, which includes the development of a hydrologic and hydraulic evaluation of the City of Lake Worth's stormwater management system using the EPA Stormwater Management Model (SWMM) for the purpose flood control. The project included developing conceptual improvements to identify stormwater conveyance deficiencies. In addition to flood control, CDM Smith evaluated water quality strategies to address changing regulatory requirements using the Watershed Management Model (WMM). These strategies looked at reducing the pollutant loads from the major outfalls from the City to the major receiving waters that includes the intracoastal waterway. Stormwater improvements included conveyance system upgrades, provision of additional detention storage, recharge wells, and use of exfiltration trench technologies. This GIS component of this project included oversight of data collection activities pertaining to topography, rainfall data, land use, soils, and stormwater infrastructure along with other project hydrogeometric properties and migration of this data into a GIS geodatabase.

**GIS Manager, NPDES Permit Support System Inventory Projects, FDOT District 3, 4, and 6.** The FDOT District 3, 4, and 6 Stormwater NPDES Permit Support activities included maintaining an inventory of district stormwater management infrastructure throughout the Florida Panhandle as required by the District III NPDES permit, Broward, Palm Beach, Indian River, Martin, and St. Lucie Counties as required by the District 4 NPDES Phase II permit, and Miami Dade and Monroe Counties as required by the District VI NPDES Phase II permit. As GIS manager, Andrew's duties included Phase I and II inventory and inspection management of the NPDES permitted outfall facilities within FDOT Districts 3, 4, and 6. He was also responsible for the migration of field data into a format compatible with use within the district GIS.

**Senior Technical Lead - Stormwater GIS Mapping Study - Data Conversion Plan, Palm Beach County, FL.** Andrew is the lead author for the stormwater Data Conversion Plan. The plan includes workflows and procedures necessary to convert existing stormwater infrastructure data into a GIS. Palm beach County is one of 40 co-permittees on a federal Clean Water Act-mandated NPDES MS4 permit (FLS000018-004) administered by the FDEP. Specific requirements include maintaining an up-to-date stormwater infrastructure inventory, inspecting and maintaining stormwater infrastructure, monitoring water quality, and preparing annual reports. Andrew created a plan to develop a detailed inventory of stormwater assets. While focusing on the MS4 permit compliance, the inventory and GIS is envisioned to provide a foundational framework for expansion into related needs such as identification and evaluation of flooding, community rating system/flood insurance analyses, water quality total maximum daily load solution strategies, asset management and infrastructure replacement planning, facilitation of vulnerability assessments, and enabling future comprehensive water resources management planning.

## Jamie Hughes, GISP

### GIS Mapping

Jamie is a GIS Specialist with nineteen years of experience that includes utilities such as water, wastewater, and electricity systems, transportation networks, linear referencing systems, storm water management, environmental management, disaster management, water resources and planning. Jamie is proficient in Esri ArcGIS Desktop and ArcGIS Pro software, including the Data Reviewer, Spatial Analyst, Utility Analyst and Network Analyst extensions as well as ArcGIS Online. She is also well experienced in data manipulation, migration and management, database management, CAD data interoperability, spatial analysis, raster analysis and geoprocessing.

**Job Skills:** GIS applications ■ Resiliency - asset risk analysis ■ Stormwater inventory

### RELATED WORK EXPERIENCE

**GIS Specialist, Digital Flood Insurance Rate Map (DFIRM) Study Production Tasks, Federal Emergency Management Agency, Multiple Locations.** Jamie produces preliminary and final Summary of Map Actions (SOMA) reports and revalidation letter products for DFIRM studies. SOMA tasks involve reviewing existing Letter of Map Change/Amendment (LOMC/LOMA) cases that are impacted by a study's revision footprint to categorize each LOMC according to the future validity based on the revised mapping. Jamie provides internal quality reviews for these products when they are produced by another CDM Smith team member. Jamie also provides support to produce various DFIRM tasks including DFIRM database production, DFIRM panel production and Flood Risk Report (FRR) production.

**GIS Specialist, Summary of Map Actions (SOMA) and Revalidation Quality Review Tasks, Federal Emergency Management Agency, Multiple Locations.** Jamie is a member of the FEMA quality review team and provides QR3 & QR6 reviews of SOMA reports and revalidation letter reviews for studies being produced by our mapping partners. She received the Good News Award in December 2021 from Compass PTS JV for her focus on quality and dedication to teach and share best practices and lessons learned with the mapping partner who was working on a particularly difficult project.

**GIS Task Manager, City of Jacksonville Resiliency - Asset Risk Analysis, Jacksonville, FL.** Jamie led a team of junior GIS specialists who gathered, organized and compiled various GIS layers into critical point and linear asset feature layers to be used for resiliency analysis compared to modeled future flood event and sea level rise scenarios. She participated in creating flood boundary polygons for six riverine subbasins based on SWMM model water surface elevation nodes and worked with her team to design the necessary attribute fields for analysis inputs and collected and imported tabular data provided by subject matter experts. Jamie also used ArcGIS Online to create editable hosted data layers and a webmap application for the whole project team to reference the working asset data. She assisted in overseeing a junior team member's scripting work for the risk calculation and asset data maintenance throughout the project.

**GIS Specialist, Indian Creek Village Water Atlas, Miami-Dade County, FL.** Jamie produced an atlas of the water utilities for Indian Creek Village. Improvements to the system are incorporated in the GIS data and basemap imagery is updated and the map and data are delivered to the client annually.

**GIS Specialist, ReWa Sewer MP, Laurens County, SC.** Jamie used ArcGIS watershed geoprocessing tools to create drainage related sewershed boundaries. The project team worked collaboratively to determine current and future land use and spatially analyze future sewer trunk line needs in the project area.

**GIS Specialist, Stormwater Inventory, Johnson County, KS.** Jamie assisted in updating and maintaining the Johnson county's stormwater geodatabase. She used source data to improve the existing data, standardized attributes and added asset condition information. Jamie consulted with the project team on best practices and suggested approaches for future analysis.



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Information Systems; BS  
- Geographic Information  
Systems

**Registrations,**

**Certifications:** GISP

**Total Years of Experience/  
Years with Firm:** 19/15

## Richard Wagner, PE, DWRE

### Water Quality Assessment/TMDL and NPDES Permit Assistance



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– Civil Engineering

**Registrations,  
Certifications: PE:**  
FL, VA; DWRE

**Total Years of Experience/  
Years with Firm: 41/35**

Richard is a principal water resources engineer at CDM Smith with 41 years of experience – 35 of which at CDM Smith – and specializes in watershed and water quality studies. He has contributed to the development of TMDL studies, stormwater master plans, nonpoint pollution management studies, water supply studies, wasteload allocation studies and water quality data assessments. He has applied numerous computer models in the simulation of hydrology, hydraulics and water quality impacts and has experience in applying statistical packages to water quality data. His experience includes modeling of conventional and toxic pollutants, assessing applicability of innovative permitting schemes to specific organic chemicals and heavy metals, comparing the theory and capabilities of a variety of estuary models, reviewing industrial discharge permit limits and managing water quality databases. Richard has provided technical support for flood insurance studies, dam inspections, dam break analyses, storm sewer analyses and hydrologic studies. His responsibilities have included collection and input of data, model calibration and analysis of results and construction cost analyses.

**Job Skills:** TMDL studies ■ Stormwater master plans ■ Nonpoint pollution management studies ■ Water supply studies ■ Wasteload allocation studies ■ Water quality data assessments

## RELATED WORK EXPERIENCE

**Technical Lead, Nova Canal Flood Control and Integrated Resource Plan, Volusia County, FL.** Richard was the lead modeler in refining an existing EPA Storm Water Management Model (SWMM5) hydrologic and hydraulic model of the Nova/ Halifax Canal system, which includes the Nova Canal and tributary canals including the 11th Street Canal, Reed Canal and Halifax Canal. The existing model was first refined to provide a better representation of a recent flood control project that was implemented by others. The refined model was then used to evaluate the potential benefits (and potential adverse impacts) of a flood control berm that was initially part of the flood control project plans but was not implemented. Model results suggested that the berm would provide minimal flood control benefit in the area of interest and would result in higher maximum water elevations outside the area protected by the berm. Therefore, implementation of a berm was not recommended. Richard also developed a flood control alternative that would eliminate flooding in the area of interest, which included a large (125 cfs) pump station conveying water from the area to the Halifax River.

**Technical Lead, SWMP, Lake Worth, FL.** Richard served as a technical reviewer for the water quality analysis using CDM Smith's Watershed management Model (WMM). He reviewed the WMM application to validate model input including imperviousness and surface runoff water quality concentrations for various land use categories and pollutant removal efficiencies for potential Best Management Practices (BMPs). Richard also reviewed the model output summaries that were prepared for the project report.

**Technical Lead, Lake Toho NRP, Osceola County, FL.** In response to water quality regulatory mandates issued by the FDEP, the County retained CDM Smith to update its Master Stormwater Management Plan. The update consisted of data compilation, development of a stormwater GIS geodatabase, water quality regulatory review and trend analyses, County-wide pollutant load analysis, development of conceptual retrofit alternatives, prioritization and ranking of basins and alternatives and development of conceptual cost estimates. Additionally, the plan update included delineation of best management practice (BMP) treatment areas for all unincorporated areas, regulatory framework review, water quality trend analysis of major water bodies within the County, identification of problem areas, Lake Tohopekliga Nutrient Reduction Plan (NRP) support and activities, subbasin ranking and prioritization and identification of conceptual alternatives.

**Water Quality Specialist, Northwest Water Reclamation Facility (NW WRF) TMDL Assistance, St. Johns County Utility Department, FL.** Richard provided technical assistance to demonstrate that intermittent discharges from the NW WRF would not have an adverse impact to the immediate receiving water (Mill Creek) and downstream water body Six-Mile Creek. He developed a spreadsheet model to show that the discharge would not reduce dissolved oxygen (DO) concentrations in Mill Creek and, in fact, would actually increase DO concentrations under some circumstances. The model also demonstrated that the travel time in the creek was so limited that there is little likelihood that the nutrients in the wastewater discharge will cause adverse growth of phytoplankton in the creek.



## Bailey Peak

### Watershed Management Planning

Bailey is a civil engineer with a focus on stormwater modeling. Her experience includes modeling and calculation support for stormwater design projects, GIS support and data collection, analysis, and summarization.

**Job Skills:** Stormwater modeling ■ Stormwater design ■ GIS support

### RELATED WORK EXPERIENCE

#### **Staff Engineer, South McKinley Avenue Stormwater Improvements, Orange County, FL.**

CDM Smith is designing stormwater improvements for South McKinley Avenue, located in Orlando, Florida. The area undergoes consistent flooding and CDM Smith is tasked to alleviate the flooding by redesigning the stormwater system. Bailey is serving as a staff engineer, performing ICPR modeling to determine stormwater calculations for pre- and post-development.

**Staff Engineer, Red Level Watershed Management Plan, SWFWMD, FL.** CDM Smith is performing a watershed evaluation of the Red Level watershed in Citrus County. The objective of the evaluation is to evaluate and define the H&H characteristics of the watershed that will be used to develop a water management plan (WMP) and alternative analysis to address known flooding and water quality issues in the watershed. Bailey is serving as a staff engineer, assisting with the H&H modeling and GIS efforts.

**Staff Engineer, East Pasco Watershed Management Plan Update, SWFWMD, FL.** CDM Smith is performing a watershed evaluation of the East Pasco watershed in Pasco County. The objective of the evaluation is to evaluate and define the H&H characteristics of the watershed that will be used to develop a WMP. Bailey is serving as a supporting staff engineer for this project. She and the team are responsible for performing the GIS and H&H evaluation functions.

**Stormwater Modeling Assistant, San Patricio County Drainage Master Plan, San Patricio County, TX.** Bailey serves as a stormwater modeling assistant for the development of the San Patricio Drainage Master Plan. The project objective is to create a flood plan to identify and recommend future improvements for all areas of the County to prevent flooding and improve streets, roads, and drainage. The project is to assess existing conditions, identify future infrastructure capacities and constraints, and develop a list of improvements needed. The project also includes significant stakeholder and community engagement, in which the team works to engage officials for input and information with the ultimate result of developing a plan of prioritized recommended improvements of infrastructure enhancements, funding options, and drainage system mapping. Bailey assisted in developing the county-wide 1D and 2D HEC-RAS models to determine the current and future flood extents for the 2-, 5-, 10-, 25-, and 100-year storm events. She modeled alternative drainage designs for the County, surveyed structures, and determined the level of service for major roadways and buildings.

**Report Editor, Primary Canal Easement Assessment, Orange County Stormwater Management Division, Orlando, FL.** The Primary Canal Easement Assessment for Orange County analyzed the known County-owned drainage easements along the primary canal network and gave recommendations for easement acquisitions in the County. Bailey worked on finalizing the report after the client submitted project recommendations and comments. She corrected various maps in GIS ArcMaps and updated the final report with the new figures and figures summary based on the client's needs.



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**Total Years of Experience/  
Years with Firm:** 2/2

## Brendan Brown, PWS

### Ecosystem and Wetland Management


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– Forest Environmental  
Resources

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**Certifications:** PWS;  
Florida Master Naturalist  
– Coastal Systems and  
Coastal Restoration

**Total Years of Experience/  
Years with Firm:** 18/18

Brendan is an environmental scientist experienced in state and federal environmental permitting, natural resource assessment and evaluation, U.S. Army Corps of Engineers (USACE) wetland and waters of the U.S. delineation and permitting, habitat restoration, threatened and endangered species surveys and permitting, and National Environmental Policy Act (NEPA) documentation. He is experienced in several field activities, including wetland delineation, listed species documentation, Rosgen stream classification, Bank Erosion Hazard Index (BEHI) surveys, Georgia state buffered waters assessments, wildlife surveys, threatened and endangered species surveys, tree and plant surveys, lake vegetation surveys, surface and groundwater sampling, landfill gas sampling, enhanced anaerobic bioremediation (EAB), and dual-phase extraction (DPE) remediation, and in-situ chemical oxidation remediation. He is also trained in the Stream Condition Index and Lake Vegetation Index protocol developed by FDEP.

**Job Skills:** Wetland delineation ■ Threatened and endangered species surveys ■ Tree and plant surveys ■ Lake vegetation surveys ■ Surface and groundwater sampling

## RELATED WORK EXPERIENCE

**Environmental Scientist, Deep Creek SWMP Phase II, Volusia County, FL.** Brendan evaluated wetlands on a 7.5-square-mile parcel adjacent to Deep Creek. He also conducted transects across to identify ecotones in the riparian zone of Deep Creek. These transects included data on vegetation, soils, and hydrologic indicators..

**Environmental Scientist, Black Hammock Creek Restoration, Seminole County, FL.** CDM Smith developed a preliminary design that evaluates design alternatives for restoring channel flow to historical floodplain areas in order to improve water quality of the tributaries discharging to Lake Jesup, an impaired water body which currently has a TMDL. Brendan led the environmental field team and was responsible for evaluating wetland and habitat quality within the Black Hammock Restoration area. He also conducted threatened and endangered species evaluation and field surveys for the project. He was responsible for evaluating project impacts and environmental benefits in addition to completing the wetland portions of the SJRWMD Environmental Resource Permit. He led field visits with USACE and SJRWMD to verified wetland boundary lines and evaluate potential wetland impacts.

**Project Scientist, Site 10 TMDL Assistance, City of Sanford, FL.** CDM Smith has assisted the City of Sanford Utilities Department since 2006 with numerous tasks related to the development of TMDLs and the Basin Management Action Plan (BMAP) for Lake Jesup. CDM Smith provided support for TMDL issues surrounding Site 10, the City's permitted wastewater facility located on the northeast shore of Lake Jesup.

**Project Scientist, Little Wekiva River/Lake Lotus Park Regional Stormwater Treatment Facility, Orange County, FL.** Brendan served as the project scientist for the preliminary feasibility of alternatives for a regional stormwater treatment facility in the Little Wekiva River basin to help address TMDLs. He evaluated the presence and extents of state and federally jurisdictional wetlands. He also conducted a protected species evaluation. He assessed wetland quality and the potential for wetland rehydration.

**Project Scientist, Forrest Brook Wetland Delineation, Seminole County, FL.** Brendan conducted a wetland delineation according to state and USACE procedures in support of the Phase I design of a stormwater system. As part of this project, Mr. Brown evaluated mitigation requirements using the Florida Unified Mitigation Assessment Method (UMAM) to determine wetland quality and function.

**Project Scientist, Langford Park Stormwater Pond Design and Water Quality Improvements, Orlando, FL.** Brendan conducted the wetland delineation of the four acres of wetlands on site, coordinated with SJRWMD to verify the lines, calculated project impacts using UMAM, and developed a mitigation plan to offset impacts. He worked closely with the design team to develop a cost effective mitigation solution that would be acceptable to the state and city.

## Dave Mason, PE, PMP, DWRE

### Stormwater Utility Planning/Funding


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Engineering; BS – Civil  
Engineering

**Registrations,**

**Certifications:** PE: VA,  
NC, TN; PMP; D.WRE

**Total Years of Experience/  
Years with Firm:** 23/23

Dave is one of CDM Smith's national experts in stormwater management. He is an environmental and water resources engineer with over 23 years of experience in stormwater regulatory permitting, watershed modeling, stormwater master planning, stormwater impoundment design, stormwater pipe design, GIS analysis, and stormwater utility development.

**Job Skills:** Civil works ■ Integrated resource planning ■ NPDES stormwater permitting (MS4 and Industrial) ■ Stormwater planning and green infrastructure BMP design ■ Stormwater planning and modeling ■ Water supply planning and distribution systems ■ Watershed planning and protection ■ Funding (stormwater utilities and grants)

## RELATED WORK EXPERIENCE

**Project Manager, Stormwater Utility Update Evaluation, Volusia County, FL.** Dave served as project manager to perform an evaluation and update of the County's Stormwater Utility Funding program. The project involved an assessment of the County's current level of service for stormwater management and associated funding. The project also involved the identification of future funding requirements to meet a higher level of service and the determination of a billing rate to support the revenue needs. Dave led the team through the assessment process and development of a rate model to determine the billing rate.

**Project Manager, Stormwater Utility Feasibility Project, City of Parkland, FL.** Dave is currently managing a feasibility study and rate study evaluation for the City of Parkland. The first phase of the project includes the development of a comprehensive stormwater management program for the City that would be supported by a non-ad valorem assessment. CDM Smith is working with the City to perform a level of service and cost of service analysis that fits within their budgetary constraints and political support expectations. This includes the development of a five-year budget forecast that includes new staffing, organizational re-structuring, and capital project planning, all to address local flood improvement projects, operations and maintenance needs and to satisfy NPDES MS4 regulatory requirements.

**Project Manager, Stormwater Master Plan and Stormwater Utility Feasibility Study, City of Kingsport, TN.** Dave served as project manager for the evaluation of a stormwater utility funding option for the City of Kingsport. The project also included the development of a preliminary stormwater master to estimate the existing capital improvements needs across the city. His duties included development of the preliminary stormwater master plan, assessment of the city's current stormwater program, and co-facilitation of public meetings for the city's Stormwater Management Advisory Committee.

**Task Leader, Stormwater Master Plan – Indefinite Quantity Contract, Norfolk, VA.** Dave is serving as a task leader for this Indefinite Quantity Contract, with specialization in the areas of stormwater management. His role includes the evaluation of watershed-scale and neighborhood scale drainage issues, the identification of BMP opportunities for the Chesapeake Bay TMDL, and support for the stormwater utility funding program.

**Project Manager, Stormwater Utility Feasibility Study and Implementation, City of Cleveland, TN.** Dave managed the evaluation of the City's stormwater management program and the implementation of a stormwater utility fee. The project involved an assessment of the City's program for compliance with NPDES regulatory permitting as well as the program's ability to address pending Army Corps of Engineers flooding improvement recommendations to address long-standing flooding issues in the City. He led all aspects of the project, including the program assessment, public outreach, ordinance/policy development and implementation of the billing system.

**Project Manager, Stormwater Utility Development, City of Petersburg, VA.** Dave served as project manager for the evaluation and development of a stormwater utility funding program for the City of Petersburg, VA. His duties included the facilitation of a series of public stakeholder meetings to build support for the program. He also assisted the City in the development of stormwater program options to remain in compliance with the City's NPDES permit. Following approval by the City's Board, Dave managed the successful implementation of the stormwater fee.

**Task Leader, Stormwater Utility Update, City of Memphis, TN.** Under an on-call services agreement with the City, Dave served as task leader for an update to the City's stormwater utility database. This project involved digitizing impervious areas for recently annexed portions of the City. He also led the development of a revised billing file that included the updated information.

## Anna Faloon, PhD, PE, CFM, ENV SP

FEMA


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**Registrations,**

**Certifications:** PE: ME, TX,  
MS, LA, NC, SC; Certified  
Floodplain Manager (CFM);  
Envision Sustainability  
Professional (ENV SP)

**Total Years of Experience/  
Years with Firm:** 16/3

Dr. Faloon is a civil engineer with broad expertise in the disciplines of hydrology and hydraulics. She has 16 years of experience in her field. Her specialties include hydrologic and watershed modeling, FEMA floodplain modeling, dam breach studies, bridge scour analysis, hydrologic statistical analysis, stormwater permitting and design, and sustainability engineering. Software platforms include HEC-HMS, HEC-RAS, ArcGIS, QGIS, SMS, and WMS.

**Job Skills:** Flood risk assessment and mapping ■ Stormwater planning and green infrastructure BMP design ■ Stormwater planning and modeling ■ Watershed planning and protection

### RELATED WORK EXPERIENCE

**Engineer, Lake Okeechobee Watershed Construction Project Phase II, SFWMD, FL.** Anna performed wind setup, wave runup, and levee overtopping calculations for the Brady Ranch and Grassy Island Flow Equalization Basins using the STWAVE and ACES software packages.

**Engineer, Pigeon House Branch Watershed Assessment, City of Raleigh, NC.** Anna conducted a review of the existing Stormwater Level of Service currently provided by the City of Raleigh, focused on the Pigeon House Branch stream watershed. She created an assessment report for the client with major findings.

**Engineer, RiskMAP Task Orders, Compass JV, Philadelphia, PA.** Anna participated in multiple steps of the FEMA RiskMAP model production process. She constructed 1D Zone A/AE HEC-RAS models for streams in FEMA Region 3. She performed quality checks for the Independent Technical Review (ITR) step of the modeling process on models completed by others.

**Engineer, National Levee Database Refinement, FEMA/USACE.** Anna was responsible for conducting GIS assessment of levees in the National Levee Database and performing realignment of spatial data for upload to the public database for purposes of increase accuracy and performance. She performed Quality Assurance/Quality Control for levee realignment tasks conducted by others.

**Initial Reviewer, FEMA National Technical Reviews, FEMA.** Anna performed Initial Review process on FEMA grant applications for Hazard Mitigation Assistance and Building Resilient Infrastructure and Communities grants. She created detailed memo documents of review findings.

**Engineer, Stumpy Lake Dam Design, City of Virginia Beach, VA.** Anna performed wind setup, wave runup, and levee overtopping calculations for the Stumpy Lake Dam using the STWAVE and ACES software packages.

**Engineer, South Carolina DOT Statewide Scour Critical Assessment and Management System Project, SCDOT, SC.** Anna performed bridge scour assessments on bridges in South Carolina according to SCDOT-prescribed methods, to determine bridge safety and condition. She performed Quality Assurance/Quality Control for bridge scour assessments conducted by others.

## Craig Gadberry, PE

### Cost Estimates


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**Total Years of Experience/  
Years with Firm:** 31/22

Craig is a Manager of Estimating Services with more than 31 years of experience in water and wastewater treatment plant construction. He regularly provides estimates for solid and hazardous waste facilities, water and wastewater treatment facilities, and pipelines and pumping stations. His responsibilities include the preparation of feasibility estimates, conceptual estimates, preliminary design estimates, final design estimates, detailed bid estimates, and change order pricing and negotiating. As CDM Smith's leading authority on estimation in the U.S., he oversees the performance of many of the firm's most vital projects, he routinely oversees the performance of design-build proposals and Engineer's Opinion of Probable Construction Cost (OPCC) Estimates.

**Job Skills:** Feasibility estimates ■ conceptual estimates ■ preliminary design estimates ■ final design estimates ■ detailed bid estimates ■ change order pricing and negotiating

## RELATED WORK EXPERIENCE

**Chief Estimator, Leu Gardens Drainage Improvements, City of Orlando, FL.** The Leu Gardens Drainage Improvements project removes a downstream stormwater flow constriction that will allow upstream improvements (Colonial Town) to alleviate flooding in multiple problem areas of the City that have experienced chronic flooding for years. CDM Smith was selected to provide engineering services for the first of three phases of this project to improve downstream conveyance and alleviate flooding in three areas of the Colonial Town neighborhood. Distance from ultimate outfall (Lake Rowena) and low topography presented several design challenges. These challenges included developing a comprehensive interconnected storm system to reduce flooding, the need to construct within built-out neighborhood and botanical garden areas, and permitting in regard to peak flows and stages conveyed to downstream receiving waters. Our design team also worked closely with OUC to design water main relocations within limits of construction.

**Chief Estimator, Colonial Town Drainage Improvements, City of Orlando, FL.** The Colonial Town Drainage Improvements projects (when all phases are constructed) will serve to alleviate flooding in multiple problem areas of the City that have experienced chronic flooding for years. CDM Smith was selected to provide engineering services for the first of three phases of this project to alleviate flooding in three areas of the Colonial Town neighborhood. Distance from ultimate outfall (Lake Rowena) and low topography presented several design challenges. These challenges included developing a comprehensive interconnected storm system to reduce flooding, the need to construct within built-out neighborhood and commercial areas, and permitting in regard to peak flows and stages conveyed to downstream receiving waters. Our design and CEI teams worked closely with City Wastewater Division staff to improve the sanitary system within the project area and to sequence construction to minimize disruption to residents.

**Cost Estimator, Bayou Marcus Wetlands Restoration System, Emerald Coast Utilities Authority (ECUA), Escambia County, FL.** ECUA contracted CDM Smith to design, permit, and provide construction administration for expansion of the Bayou Marcus Wetland Application System, with a new reclaimed water main and distribution system to the southern portion of the system. The project included the design and construction of approximately 6,000 lf of reclaimed water main connecting the BMWRS to the southern portion of the system.

**Cost Estimator, Golden Gate Canal Surface Water Intake and Transmission Main, City of Naples, FL.** Craig served as the senior estimator for the planning, design, permitting, and construction of a 10-mgd surface water intake facility and associated transmission main. The facility was constructed to provide supplemental water to the City's reclaimed water aquifer storage and recover (ASR) and distribution system.



## Subconsultants

In addition to the vast resources of CDM Smith, we have also added outstanding local companies as subconsultants on this contract, providing the County a depth of resources and availability throughout the life of this contract. Our comprehensive team brings the invaluable experience of having worked together on previous assignments. Brief descriptions of our subconsultant partners are included below.

### **Southeastern Surveying & Mapping Corporation – Surveying** Years working with CDM Smith: 17



- Since 1972, SSMC has an established reputation for providing surveying services, as well as developing stormwater inventories for various municipalities.
- SSMC and CDM Smith have previous teaming experience, working together on a number of stormwater projects including the Black Hammock Restoration Design Project for Seminole County, Solary Canal Stormwater Treatment Area Improvements for the City of Winter Springs, and the non-MSBU pond inventories for Orange County.

### **Bechtol Engineering and Testing, Inc. (BET) – Geotechnical** Years working with CDM Smith: 11



- Established in 1989 and located in DeLand (Volusia County), BET is a consulting engineering firm intimately familiar with the County's preferences and procedures for materials testing services.
- BET has teamed with CDM Smith since 2013 on 10 projects in Volusia County, providing consulting engineering and construction materials testing services.

### **Applied Ecology, Inc. (Applied Ecology) – Ecology** Years working with CDM Smith: 5



- Applied Ecology is a W/MBE with over 140 years of combined specialized experience in stormwater management, environmental assessments and permitting study design, geospatial applications, and field monitoring.
- Applied Ecology is currently working with CDM Smith on Lake Tohopekaliga, providing water quality data support.

Edwin Munoz, Jr., PSM | 2021 Florida Registration LS7288



Employment



**Southeastern Surveying and Mapping Corporation** Orlando, Florida  
**Project Manager | Point of Contact** 2017-Present

Edwin has 13 years of Professional Surveying and Mapping Experience, with 7 years at SSMC and 6 at other firms. His responsibilities include research, reconnaissance, project coordination, and scheduling field and office personnel for various private and public survey projects. Edwin has extensive experience in all aspects of surveying and mapping services, including topographic surveys, boundary surveys, right-of-way, mapping, control surveys, specific purpose surveys, hydrographic surveys, construction layout, program and budget development, presentations to public entities, and project management with embedded QA/QC and various other survey types, as well as producing plat maps and reports, setting monuments, marking boundary lines, and other duties related to surveying.

Education

- B.A. in Business Administration, University of Central Florida
- Geomatics Certification, University of Florida

Relevant Experience

**Aquifer Recharge Project- Expanded Recharge Basin** Active  
**Volusia County, FL**

For this project the SSMC team will conduct a Topographic Survey and Boundary Survey for the City of Orange City as a subcontractor. Edwin is the project manager for this project. SSMC will establish the location of all boundary corners and reset any missing corners. Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing. Establish a minimum of two site benchmarks

Organizations

- Florida Surveying and Mapping Society
- Florida Surveying and Mapping Society - Central Florida Chapter
- National Society of Professional Surveyors

**1800 West French Avenue** 2023  
**Volusia County, FL**

The purpose of this project was to provide a Boundary Survey for the City of Orange City with prime responsibility. SSMC established horizontal and vertical control. Crews also established the location of all boundary corners and reset any missing corners.

**1015 South Woodland Boulevard** 2021  
**Volusia County, FL**

The purpose of this project was to provide a Topographic Survey for a private party with prime responsibility. SSMC was able to establish horizontal and vertical control. Located all improvements and utilities, as evidenced by above ground features or if designated and marked by the Utility Owners. Obtained spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing.

**Business Address:** 6500 All American Blvd. Orlando, FL 32810 **Phone Number:** 407.944.4880 **Email:** emunoz@southeasternsurveying.com

**THOMAS R.H. BECHTOL, P.E.**  
 President / Principal Engineer  
[tb@bechtol.com](mailto:tb@bechtol.com)

**BECHTOL ENGINEERING AND TESTING, INC.**  
 605 West New York Avenue  
 Deland, Florida 32720  
 386-734-8444

#### **SUMMARY OF CAPABILITIES**

- Geotechnical Engineering
- Foundation Engineering
- Soils & Construction Materials Testing
- Hydrogeologic Engineering
  - Effluent Disposal - Land Application
  - Stormwater Retention Analysis & Design
  - Solid Waste Disposal Facilities Permitting and Monitoring

#### **EDUCATION**

B.S.E. Environmental Engineering,  
 University of Central Florida, 1980

#### **Graduate Studies:**

Drillers and Exploration - University of Missouri, Rolla  
 New Methods in In-Situ Testing - University of Florida  
 Stormwater Permitting - University of Florida

#### **Engineering Seminars / Continuing Education**

Seminars including Wastewater Disposal, Materials Testing, Stormwater Regulation and Management and continuing education including Florida Laws and Rules of Professional Engineers, Florida Professional Ethics and various courses related to area of practice.

#### **REGISTRATION / LICENSURE**

Licensed Professional Engineer, Florida 1987 - current

#### **PROFESSIONAL EXPERIENCE**

Mr. Bechtol is owner and President of Bechtol Engineering and Testing, inc., and is responsible for corporate management and project engineering. Mr. Bechtol has over 43 years of engineering experience; 35 years with Bechtol Engineering and Testing, Inc.

Geotechnical Engineering experience includes subsurface exploration, foundation design, excavations, slope stability analyses, grout stabilization, settlement analysis and soils compaction as well as a comprehensive range of related field and laboratory testing services. In addition, Mr. Bechtol has practical knowledge and experience in the area of land surveying.

In the area of soils and materials testing, he has had responsibility for many aspects of soil and materials testing projects including project coordination, review of field and laboratory data, engineering evaluation and report preparation. Specific experience includes soils and concrete testing services for projects ranging from single family residences to multi-story condominiums. Mr. Bechtol has also been involved in several roadway related projects including work for the Florida Department of Transportation, County of Volusia and many other municipalities and private individuals throughout Central and Northeast Florida. In addition, he is experienced in many special testing services including LBR testing, load testing of piles and structural components, cement and chemical grout stabilization, vibration monitoring, R-meter testing and soil resistivity.

Specific hydrogeologic experience includes the design of effluent disposal ponds, spray irrigation systems, and drainfield systems for the disposal of wastewater effluent, for many private and public projects ranging in size from a few thousand to several million gallon per day capacities. In addition, he has been involved in the groundwater analysis and design of many stormwater retention systems throughout Northeast Florida. Mr. Bechtol has had extensive experience in hydrogeologic related areas of effluent disposal and stormwater management permitting through the Florida Department of Environmental Regulation and St. Johns River Water Management District, as well as many other municipalities. Mr. Bechtol is also responsible for permitting and monitoring of numerous solid waste disposal facilities in northeastern Florida.

#### **PROFESSIONAL AFFILIATIONS**

National Society of Professional Engineers

Florida Engineering Society - Daytona Beach  
 Chapter President 1989-90

Volusia County Association of Responsible Developers  
 Member Executive Council 1992-93







## CLAUDIA LISTOPAD, Ph.D., GISP

PRINCIPAL SCIENTIST, PRESIDENT



### EDUCATION

Ph.D. in Conservation Biology,  
Applied Track, UCF, 2011  
M.S. Ecology, Florida Tech, 2001  
B.S. Ecology, B.S. Marine Biology,  
Florida Tech, 1999

### YEARS OF EXPERIENCE

24 (15 years with the firm)

### AFFILIATIONS AND CERTIFICATIONS

American Water Resources  
Association, Florida Stormwater  
Association, Society of Military  
Engineers Sustaining Member  
GIS Certification Institute Certified  
GIS Professional #91249

### PROFESSIONAL EXPERTISE

Water Resources Modeling,  
Environmental Management, Natural  
Resource Project Management, GIS  
Analysis & Remote Sensing,  
Stormwater Master Planning;  
Multivariate, Univariate, & Spatial  
Statistics

Claudia Listopad, the founder of Applied Ecology, Inc., (AEI) has 24 years of specialized experience in water quality assessments, statistical and geospatial analyses, and remote sensing to resolve a multitude of environmental problems. Throughout the past decade, Dr. Listopad has specialized in water quality projects, developing techniques to streamline holistic hydrologic and water quality assessments of complex systems. Dr. Listopad has been and is continuously involved in several projects funded by the State Legislature, FDEP, and municipalities related to water quality of the Indian River Lagoon, including several groundwater source studies, which include large-scale monitoring, geospatial modeling, and statistical analyses to support water quality modeling. Dr. Listopad is largely responsible for the development of the Spatial Watershed Iterative Loading (SWIL) Model, which is currently used by FDEP to allocate pollutant loading within the Banana River, North IRL, and Central IRL watersheds. Using a combination of spatial tools and modeling, including groundwater transport predictions and optimized Hotspot Analysis, Dr. Listopad was able to identify communities/individual parcels of interest by ranking the potential of contamination to groundwater from wastewater sources. Additionally, she is actively involved in both scientific research and public communications and is well-known for her ability to communicate complex scientific information in a manner that is easy to understand. She is frequently invited to present at public workshops and in policy chambers on topics that range from complex water resources issues to implementation strategies.

### SELECTED PROJECT EXPERIENCE

**FY23 Environmental Support Total Maximum Daily Load (TMDL) (USACE – Mobile District for Space Launch Delta 45 [SLD 45]) (Patrick Space Force Base, FL).** Project Manager (2023-Ongoing). The USACE retained AEI to implement the TMDL requirements for SLD 45 for total nitrogen (TN) and total phosphorus (TP) reductions to large portions of the IRL system. Tasks under this contract include providing Statewide Annual Report (STAR) submissions to FDEP; addressing technical issues associated with TMDL and Clean Waterways Act regulatory compliance and implementation; designing and implementing a Managed Aquatic Plant Systems (MAPS); assessing the canals on PSFB and developing a Canal Assessment Plan (CAP), performing a Shoreline Stabilization evaluation at CCSFS; and designing a living shoreline along the FamCamp at PSFB.

### Ecological Services and Permitting Efforts for Volusia County's North Beach St. Project

Applied Ecology provided ecological field assessment and permitting services to support Volusia County's North Beach Street Roadway elevation project, which will increase drainage and travel safety. Tasks include delineating wetlands and describing waters of the U.S. and State of Florida to support a Jurisdictional Determination pursuant to federal and state regulatory requirements. AEI also performed a terrestrial assessment and benthic survey of regionally occurring special-status species and proposed an innovative solution to help Volusia County meet wetland mitigation requirements as cost-efficiently and effectively as possible. AEI is working closely with multiple regulatory agencies in advance of the project and throughout the process to substantiate the ecological benefits of on-site, Permittee Responsible Mitigation.

**Spatial Watershed Iterative Loading (SWIL) Model Redevelopment (Tetra Tech, Inc. for the Florida Department of Environmental Protection [FDEP]).** Project Manager, Model Developer (2021-Ongoing). SWIL was initially developed in 2012 to provide spatial and temporally accurate loading data (volume, TN, and TP estimates) for analysis in support of a refined TMDL for the Indian River Lagoon (IRL). AEI is working closely with FDEP to complete a full SWIL model revision, updating spatial input model layers and event mean concentrations using the latest available data for the North IRL and Central IRL. Other tasks under this model update include hydrological and water quality calibration, tool development for load allocations, natural background model run, and technology transfer.

**Feasibility Study – Environmental Assessment for the Water Quality Restoration of Turkey Creek (Geosyntec Consultants, Inc. for the City of Palm Bay).** Project Manager (2021-2023). Feasibility study, including an environmental assessment and project alternative analysis, to evaluate the restoration of Turkey Creek to its pre-1950 condition. Removal of a sediment/spoil island within the waterway as well as muck, previously identified as a significant nutrient contributor, were evaluated for their effectiveness on pollutant removal and benefit to the ecology and health of the Creek. Additionally, upstream/watershed water quality improvement projects were identified targeting stormwater, baseflow, and wastewater sources. AEI was responsible for watershed data assessment, generation of revised water quality modeling scenarios using a previously developed model, evaluation of ecological restoration opportunities, and a comprehensive evaluation matrix ranking restoration alternatives according to their feasibility and ability to meet the established restoration success criterion.

**Business Address:** 2200 Front Street, Suite 300, Melbourne, FL 32901 **Phone Number:** 321.499.3336 **Email:** clistopad@appliedecologyinc.com



**JOHN HUSSAIN, PWS**  
SENIOR ENVIRONMENTAL SCIENTIST



### EDUCATION

Graduate Certificate, Wetland and Water Resource Management, University of Florida, 2020

B.S. Environmental Studies, Minor in Biology, University of Central Florida, 2015

### YEARS OF EXPERIENCE

9 (Less than 1 year with the firm)

### AFFILIATIONS AND CERTIFICATIONS

Professional Wetland Scientist – Certification No. 3431, Authorized Gopher Tortoise Agent – Permit No. GTA-22-00079A, Stormwater Inspector – Inspector No. 39026, Association of State Wetland Managers, Society of Wetland Scientists, U.S. Department of Labor Mine Safety and Health Administration Training Certificate,

### PROFESSIONAL EXPERTISE

Environmental Permitting, Habitat Assessments, Wetland Delineation, Plant Identification, GIS Analysis, Surface/Groundwater Monitoring

Mr. John Hussain is an environmental scientist and project manager with prior experience in both government and private sectors. He brings significant cross-disciplinary experience in wetland and terrestrial ecology, environmental assessments, listed species surveys and determinations, hydrological and water quality data collection, and spatial analyses. He has worked with all of Florida's water management districts, numerous counties and municipalities, and private entities to collect, analyze, visualize, and interpret environmental data and prepare primary and supporting materials for the permitting of simple and complex projects of all sizes. Before joining the Applied Ecology team, Mr. Hussain worked as an Environmental Scientist at Ardurra Group in Tampa, FL, where his responsibilities included Environmental Permitting, Environmental Site Assessments, Listed Species Surveys, Wildlife Relocation, Wetland Delineation, and Mitigation Plan Design. Prior to his work at Ardurra Group, Mr. Hussain spent several years with Vanasse Hangen Brustlin, Inc. on Florida's Gulf Coast where he served as an Ecologist/Environmental Scientist and focused on Habitat assessments and mapping; Environmental and Water Use Permitting; Design of wetland monitoring programs; Design of surface water and groundwater quality monitoring programs.

### SELECTED PROJECT EXPERIENCE

**As Needed Ecological Services – GIS and Remote Sensing (Tampa Bay Water) (Tampa Bay, FL).** GIS Analyst (2024). Applied Ecology, Inc. assisted Tampa Bay Water with Biennial Operations Plan reporting through the development of maps depicting wellfields under Optimized Regional Operations Plan (OROP) referral. Maps included persistent outlier wetlands and lakes and the associated wellfield boundaries, monitoring wells, and production wells. The project also included assistance in updating the statistical methods used for OROP referrals by providing peer review of the Statistical Modeling Improvement report completed by subconsultant, GPI. Mr. Hussain was responsible for GIS data compilation and map creation.

**FY23 Environmental Support Total Maximum Daily Load (TMDL) (USACE – Mobile District for Space Launch Delta 45 [SLD 45]) (Patrick Air Force Base, FL)** Sr. Environmental Scientist (2023-Ongoing). The USACE retained AEI to implement the Total Maximum Daily Load (TMDL) requirements for SLD 45 as established by the Florida Department of Environmental Protection (FDEP) for total nitrogen (TN) and total phosphorus (TP) reductions to large portions of the IRL system (the North IRL, Central IRL, and the Banana River Lagoon). Tasks under this contract include providing Statewide Annual Report (STAR) submissions to FDEP; addressing technical issues associated with TMDL and Clean Waterways Act regulatory compliance and implementation; designing and implementing a Managed Aquatic Plant Systems (MAPS); assessing the canals on PSFB and developing a Canal Assessment Plan (CAP), performing a Shoreline Stabilization evaluation at CCSFS; and designing a living shoreline along the FamCamp at PSFB. Mr. Hussain is responsible for supporting lead permitting and environmental technical support for developing plans for the living shoreline design.

**Ecological Services and Permitting Efforts for the North Beach Street Project (Volusia County, FL).** Sr. Environmental Scientist (2022-Ongoing). Ecological field assessment and permitting services to support Volusia County's North Beach Street Roadway elevation project. Tasks included wetland delineation and description for waters of the U.S. and State of Florida to support a Jurisdictional Determination pursuant to federal and state regulatory requirements. A terrestrial assessment and benthic survey of regionally occurring special-status species was also performed. Applied Ecology has proposed an innovative solution to help Volusia County meet wetland mitigation requirements as cost-efficiently and effectively as possible. Finally, AEI provides permitting support, including permit application review and agency negotiation and coordination as necessary. Mr. Hussain is responsible for lead permitting assistance for elevating a flooding County roadway while enhancing the surrounding estuary to improve water circulation, enhance wetlands, and create oyster reefs, avoiding the need to purchase saltwater mitigation credits.

**Legacy Trail Extension and North Port Connector Route Environmental Permitting (Sarasota County, FL).** Environmental Scientist. (2019-2021). Mr. Hussain conducted comprehensive environmental assessments and environmental permitting for wetlands and protected species along approximately 12-miles of trail corridor. Mr. Hussain led submittal efforts related to SWFWMD ERP and USACE Nationwide permits and documented eagle nests, mapped gopher tortoise burrows, and evaluated the presence or likelihood of other listed species such as the Florida Bonneted Bat. Mr. Hussain also delineated and mapped wetlands, Other Surface Waters (OSW), Grand Trees, and protected habitats including scrubby flatwoods and mesic hammock.

**Business Address:** 4915 W. Cypress St., Suite 200, Tampa, FL 33607 **Phone Number:** 321.499.3336 **Email:** jhussain@appliedecologyinc.com



SARAH MALONE, M.S., CPM, ENV SP  
SENIOR WATER RESOURCES PROJECT MANAGER



EDUCATION

M.S. – Environmental Science & Policy, University of South Florida  
B.S. – Biology, Chemistry minor, University of North Texas

YEARS OF EXPERIENCE

18 (less than 1 year with the firm)

AFFILIATIONS AND CERTIFICATIONS

Florida Stormwater Association,  
Tampa Bay Association of Environmental Professionals,  
American Water Works Association  
Certified Public Manager, FSU;  
Envision Sustainability Professional;  
Class C Wastewater License No. 0025913; Erosion and Sediment Control Inspector No. 21318;  
Pesticide Applicator, No. PB11893,  
SSI Open Water SCUBA Diver

PROFESSIONAL EXPERTISE

Permit Compliance, Feasibility Studies, Environmental Studies, Program Management, Water Quality, Water Supply Planning

Ms. Sarah Malone has been working in Florida’s water resources industry for 18 years in many different capacities, providing her with a comprehensive understanding of the complex water management issues currently facing our state. During her career, she has managed water resources including surface waters, stormwater, wastewater systems, and public water supply. She has successfully administered all aspects of a 1,640-acre constructed wastewater treatment wetland and conservation area including directing operations, maintenance, capital programs, and compliance and process monitoring. Some of her accomplishments include water resource management for critical issues for multiple Florida municipalities and governmental agencies.

Prior to joining Applied Ecology, Inc. (AEI), Ms. Malone was with the City of Lakeland as the Water Utilities Compliance Manager where she led the management of water resources including wetlands, wastewater systems, and public water supply. She provided environmental support for the Water Utilities Department including water supply planning, water quality, wetland management, data analysis, and permit compliance, and managed projects related to wellfields, feasibility studies, beneficial reuse, and environmental permitting. Ms. Malone has extensive National Pollutant Discharge Elimination System (NPDES) experience in both wastewater and stormwater including monitoring and reporting, pollutant source tracking, and Total Maximum Daily Load (TMDL) and Basin Management Action Plan (BMAP) implementation.

SELECTED PROJECT EXPERIENCE

**Ecological Monitoring and Assessment for the Morris Bridge Road Wellfield (Tampa Bay Water).** Project Manager (2023-Ongoing). Wellfield monitoring program for compliance with Tampa Bay Water’s approved Environmental Management Plan under their Consolidated Water Use Permit. AEI monitors and analyzes the hydrological and ecological conditions at 34 wetlands within the project area in relation to environmental factors that occur naturally (e.g., climatic events) as well as from human activity (e.g., wellfield production). AEI performs ecological monitoring of wetland vegetation and other environmental conditions and completes semi-annual analyses and reporting. Ms. Malone is the project manager responsible for quality assurance of collected data, client coordination, and reporting.

**Unmanned Aerial Vehicle Mapping of Primary Canals (Drummond Carpenter for Orange County).** Project Manager (2024-Ongoing). AEI is assisting with the development of a process to rapidly assess the condition of stormwater infrastructure before and after major storms through drone inspections. AEI was tasked to develop flight plans and associated Federal Aviation Administration flight waivers, perform drone inspections, compile collected imagery, and populate a geodatabase with the results.

**Groundwater Monitoring Design (City of St. Augustine).** Assistant Project Manager, Senior Scientist (2024-Ongoing). AEI is developing a groundwater monitoring network to assess changes in shallow groundwater elevations and water quality conditions to identify and prioritize septic tank communities in the City’s service area based on their potential to impact water quality with current and future groundwater levels considering sea level rise predictions. Up to twelve shallow monitoring wells will be installed and monitored for water level, conductivity, field parameters, and nutrients. Data will be analyzed and a final report prepared summarizing the data collection, analysis, and results. Ms. Malone is the Assistant Project Manager and is responsible for QA/QC and data management.

**Wetland System Treatment Assessment (City of Lakeland).** Project Manager (2018-2020). The treatment wetland experienced elevated total suspended solids and algae blooms in the final 3 treatment cells consisting of deep open water lakes. This study included the analysis of 10 years of monitoring data to determine treatment efficiencies, bathymetry data collection, sediment core sampling, and laboratory testing of sediment inactivation treatments to provide recommendations for water quality improvement projects.

**10-year Water Quality and Flood Control Capital Plan (Pinellas County).** Project Manager (2016). Ms. Malone led the development of a 10-year capital planning and budgeting effort for all county water quality, flooding, and erosion control projects which included creating a ranking system based on the County Comprehensive Plan and Envision criteria. An inventory was developed that included project recommendations from every County Watershed Management Plan or Stormwater Master Plan. Using aerials, as-builts, and senior staff, a list of projects was developed that were recommended but had not been constructed. Ms. Malone also oversaw the contract for field confirmations of project potential, finalization of the project list, and updated cost estimates. The efforts resulted in a final project list of nearly 100 projects for an estimated cost of over \$350M.

Business Address: 2200 Front Street, Suite 300 Melbourne, FL 32901 Phone Number: 321.499.3336 ext. 022 Email: smalone@appliedecologyinc.com



Licenses (State of Florida)  
CDM Smith

20823, 5:20 PM

Related License Information

Print

Licenses

Name: CDM SMITH INC.

Rank: Registry

Primary Status: Current

License Number: 20

License Expiration Date: 05/10/1977

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
23999	Current, Active	RUIJALS, VICTOR XOSE	Registry	02/10/2011	Professional Engineer	02/28/2025

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HONOUR, DANIELLE M.

101 SOUTH HALL LANE SUITE 200 MAITLAND FL 32751

LICENSE NUMBER: PE36723

EXPIRATION DATE: FEBRUARY 28, 2025

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GROTKE, ERIC J

110 VALLEY CIRCLE LONGWOOD FL 32779

LICENSE NUMBER: PE47635

EXPIRATION DATE: FEBRUARY 28, 2025

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SCHMIDT, MICHAEL F

646 INLAND WAY ATLANTIC BEACH FL 32233

LICENSE NUMBER: PE42072

EXPIRATION DATE: FEBRUARY 28, 2025

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MACK, BRIAN W

101 SOUTH HALL LANE SUITE 200 MAITLAND FL 32751

LICENSE NUMBER: PE46393

EXPIRATION DATE: FEBRUARY 28, 2025

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SALE, PRISCILLA DAVIS

1606 KILLEARN CENTER BOULEVARD SUITE 201 TALLAHASSEE FL 32309

LICENSE NUMBER: PE82407

EXPIRATION DATE: FEBRUARY 28, 2025

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MOULTON, DOUGLAS A.

101 SOUTH HALL LANE SUITE 200 MAITLAND FL 32751

LICENSE NUMBER: PE38712

EXPIRATION DATE: FEBRUARY 28, 2025

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WAGNER, RICHARD ANTHONY

640 LAVENDER LANE ST. JOHNS FL 32259

LICENSE NUMBER: PE46097

EXPIRATION DATE: FEBRUARY 28, 2025

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GADBERRY, CRAIG ALLAN

3873 CALEDONIA AVE APOPKA FL 32712

LICENSE NUMBER: PE59988

EXPIRATION DATE: FEBRUARY 28, 2025

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Southeastern Surveying & Mapping Corporation

5204, 12:20 PM

Related License Information

Print

Licenses

Name: SOUTHEASTERN SURVEYING AND MAPPING CORPORATION

Rank: Registry

Primary Status: Current

License Number: 32438

License Expiration Date: 12/27/2017

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
39479	Current, Active	GARVEY, BRIAN RICHARD	Registry	12/27/2017	Professional Engineer	02/28/2025

Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2085 Apalachee Parkway Tallahassee, Florida 32309-6086

License No.: ES7288  
Expiration Date: February 28, 2025

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

EDWIN MUNOZ JR.  
5482 WESTERN SUN DR  
SAINT CLOUD, FL 34711-7492

*Nicole Fried*  
NICOLE "NIKEE" 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.

Volusia County | Professional Stormwater and Environmental Engineering Services | 24-SQ-101KW

CDM Smith 2-25

Bechtol Engineering & Testing, Inc.

5/20/24, 12:37 PM

Related License Information

Print

Licensee

Name: **BECHTOL ENGINEERING & TESTING, INC.**

Rank: **Registry**

Primary Status: **Current**

License Number: **5492**

License Expiration Date: **10/30/1989**

Original License Date: **10/30/1989**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
38538	Current, Active	BECHTOL, THOMAS R H	Registry	02/12/2005	Professional Engineer	02/28/2025

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BECHTOL, THOMAS R H

C/O BECHTOL ENGINEERING  
605 WEST NEW YORK AVENUE  
DE LAND  
FL 32728

LICENSE NUMBER: PE349230

EXPIRATION DATE: FEBRUARY 28, 2025

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Applied Ecology, Inc.

5/20/24, 12:40 PM

Related License Information

Print

Licensee

Name: **APPLIED ECOLOGY INC**

Rank: **Registry**

Primary Status: **Current**

License Number: **35573**

License Expiration Date: **11/09/2021**

Original License Date: **11/09/2021**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
63579	Current, Active	SOISTMAN, CATHERINE ANN	Registry		Professional Engineer	02/28/2025

# 1. Firm Qualification Data

## B. Brief Profile of the Firm

### Brief History of the Business

CDM Smith Inc. was founded as a partnership in 1947. Since then, we have offered a full range of services in water, environment, transportation, energy, and facilities to public and private clients around the world.

We have been serving Florida clients for 50 years in all of the categories listed in the scope of work. What’s more, we have been Volusia County’s partner on similar projects for 37 years, as demonstrated below in **Figure 1-1**. This combination of experience and familiarity will allow the CDM Smith team to quickly partner with your staff and begin work immediately on any short or long-term assignment with a common understanding and direction. Our commitment to Volusia County and the betterment of your water resources remains strong.



← The CDM Smith team has a foundation of knowledge built on more than 25 projects that span 37 years of timely and quality service to Volusia County →

**Figure 1-1:** Our long standing history with the County offers lessons learned and added value to this contract.

### Designation of Legal Entity by which the Business Operates

CDM Smith is an international corporation incorporated in the State of Massachusetts in 1947. On the following pages we have included evidence of incorporation, as well as our Certificate of Status authorizing our firm to conduct business in the State of Florida.

## Sunbiz Report

We have included a copy of our firm’s current Sunbiz report as issued by the Florida Department of State, Division of Corporations in the subsequent pages following our State Certification.

## Ownership Interests

CDM Smith is an employee-owned corporation.

## Active Business Venues

Our current active business venues span the globe (over 130 offices worldwide) and include municipal and private clients in every major service area. Locally in Florida, we have been providing engineering services for 50 years. Our Florida offices are shown in **Figure 1-2**.

## Present Status and Projected Direction of Business

Established in 1947, CDM Smith is a consulting engineering firm delivering exceptional service to public and private clients worldwide. We have been successfully assisting clients with their stormwater and civil engineering needs nationally for more than 77 years, and locally in Florida for 50 years.

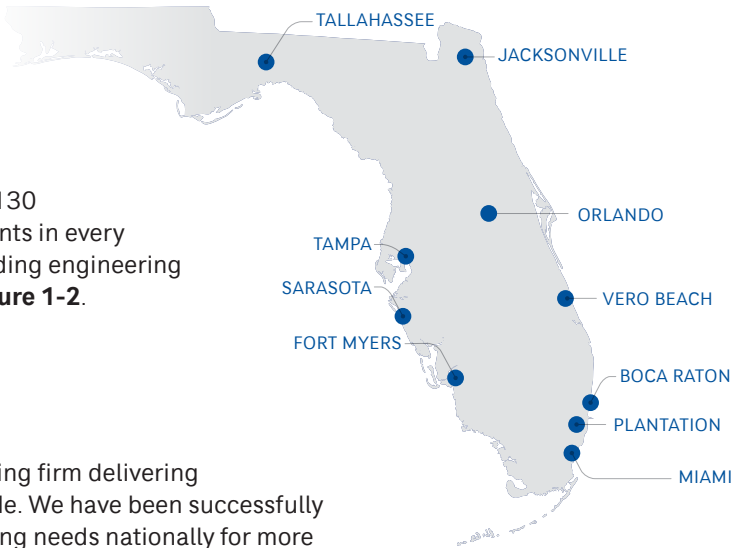


Figure 1-2: CDM Smith Florida offices.

Our unwavering focus remains on creating innovative and lasting solutions in water, environment, energy, transportation, and facilities that improve social value, quality of life, and economic prosperity. With more than \$1.36 billion in annual revenues, we maintain the size, stability, and resources to successfully undertake a diverse range of projects, applying local knowledge through a network of 130 offices worldwide and more than 6,240 professional staff, whereby leveraging the full resources and expertise of our global staff.

We are among the country’s premier consulting engineering firms. Of all the environmental firms in the country, CDM Smith was ranked 5th in water and 8th in sewer/waste by *Engineering News-Record* in 2024.

## Overall Qualifications of Business to Provide Services Requested

The following is a partial listing of the stormwater services we offer the County:

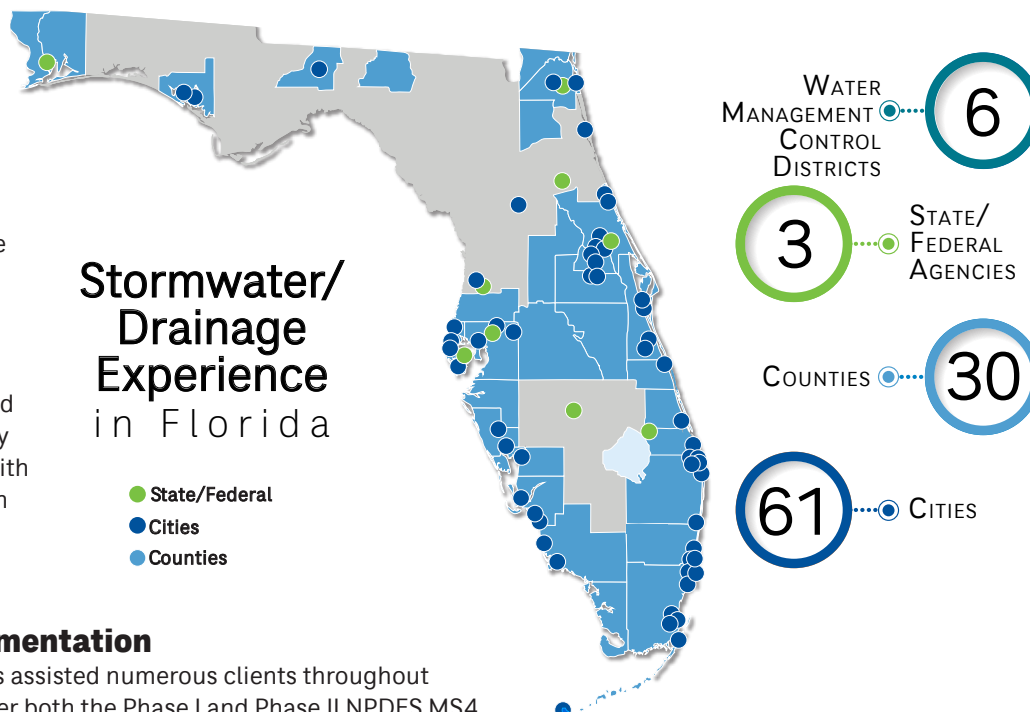
- |  |   |  |
|--|---|--|
| ■ Stormwater master planning   | ■ NPDES permitting and development                | ■ FEMA support, including flood studies, floodplain mapping, letter of map change (LOMC), and letters of map revision (LOMR) |
| ■ Stormwater quantity and quality modeling   | ■ TMDL program assistance                         | ■ Public education, involvement, and outreach  |
| ■ Design and permitting of stormwater collection and treatment system (i.e., structure, pumps, piping)   | ■ Watershed modeling and planning                 | ■ Program and construction management services   |
| ■ Generation of design plans and specifications for construction   | ■ Water quality assessments and retrofit          | ■ Geographical information systems   |
| ■ Construction administration services including cost estimating, scheduling, bid item tabulation, shop drawing review, response to contractor information requests, and construction services | ■ Storm-event sampling                            | ■ Project funding (grants and loans)   |
|  | ■ Stormwater and wetlands permitting              | ■ Integrated resource planning   |
|  | ■ Environmental resource permits (ERP)            | ■ Wetlands management  |
|  | ■ Stormwater utilities development and management | ■ Expert witness   |

Our local stormwater experience is diverse and comprehensive, covering the County’s full scope of services!



CDM Smith has served as a leader in providing stormwater management services to more than 100 clients in Florida on more than 1,000 projects, as shown in **Figure 1-3**. Our proposed team combines previous working knowledge along with the latest technical tools and hands-on experience to develop cost-effective stormwater improvements that balance current goals (such as flood prevention, groundwater recharge, wetland preservation, and water quality protection), and compliance with state-mandated programs with future needs.

**Figure 1-3:** CDM Smith is a leader in stormwater services in Florida, having provided these services to more than 100 clients throughout the state. This means we have extensive knowledge of federal, state, and local regulatory requirements.



## NPDES MS4 Program Assistance and Implementation

Over the years, CDM Smith has assisted numerous clients throughout Florida that are regulated under both the Phase I and Phase II NPDES MS4 programs, including Volusia County, Orange County, Seminole County, Pasco County, the Central Florida Tourism Oversight District (formerly known as the Reedy Creek Improvement District), City of Orlando, and several municipalities in Volusia County. Many of these projects largely involved defining comprehensive stormwater quality management programs for single and multiple jurisdictions to reduce pollutants in stormwater runoff.

**We have assisted Volusia County since 2001 with the issuance of the County's first Phase II NPDES MS4 permit.** Since then, CDM Smith has been providing support over the years on various cycles of the County's MS4 permit. More recently, we supported the County with the following efforts and activities:

### NPDES MS4 Cycle 4 Permit, Years 1 through 5 (2020 – Ongoing):

- Data compilation (Years 1 through 5)
- Annual reporting (Years 2 and 4)
- Prepared the notice of intent (NOI) for coverage under the NPDES Two-Step Generic Permit for Discharge of Stormwater from Phase II MS4 Systems
- TMDL prioritization

### NPDES MS4 Cycle 3 Permit, Years 3 through 5 (2016 – 2020):

- Data compilation for Years 3 through 5
- Annual reporting (Year 4)
- Prepared the NOI for re-application under the State of Florida's Generic Permit for Stormwater Discharge from Phase II MS4s
- Permit re-application negotiation with FDEP
- FDEP Cycle 3 audit support (2017 and 2019)

## TMDL Program Assistance and Implementation

CDM Smith understands the complexities of natural hydrology, water quality, biological integrity, and watershed management and has provided services to many municipal, state, and federal agencies for these types of services, including water quality services. We also have extensive experience in developing models for impaired waterbodies in Florida to determine the TMDL, as well as providing compliance support through the Basin Management Action Plans (BMAP) process. Working with our clients, we have developed flexible tools that stakeholders have used to explore site-specific impacts of selected treatment strategies that can be used as the basis for fostering consensus-building and developing a means to respond to the changing regulatory climate. The results of our efforts have been used to develop accurate, defensible information, resulting in methods and solutions that can be used to manage uncertainty and support better water quality management decisions. Our personnel bring superior technical capabilities to the execution and coordination of water quality based projects.



An example of this is our work with the FDEP. CDM Smith prepared a TMDL protocol to standardize the execution of TMDL studies in Florida. We also completed data collection and analysis, modeling, and other tasks to support TMDL development for a number of Florida waters.

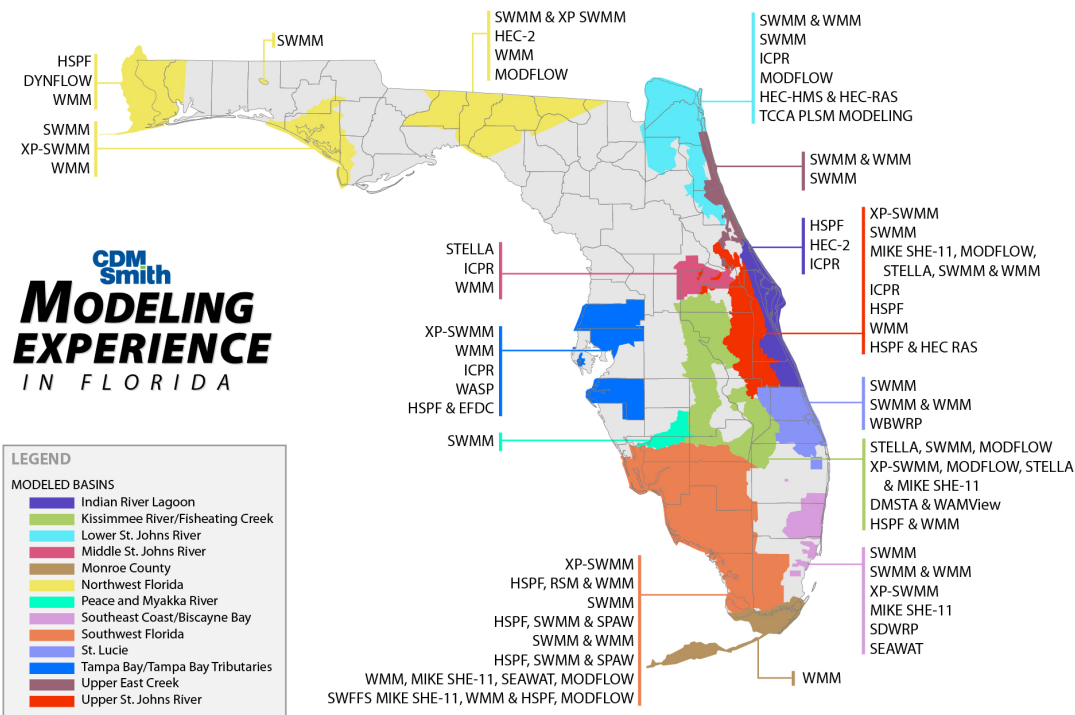
In Osceola County, our team has been providing TMDL support services related to Lake Tohopekaliga. Working with local municipal stakeholders, we developed the first nutrient reduction plan (NRP) to avoid a TMDL for this impaired lake. We also provided support to FDEP to facilitate the Caloosahatchee River Estuary BMAP process, which also included developing the BMAP document itself.

In addition, our teaming partner **Applied Ecology, Inc.** has recently assisted in the review of proposed TMDLs and development of appropriate paths forward for TMDL development in multiple water bodies around the state. This has involved working closely with FDEP and EPA in the TMDL process.

## Watershed Management Planning

CDM Smith has expertise conducting watershed assessments and management plans for numerous surface water and groundwater systems, including Volusia County. We have maintained a leadership role in evaluation and design of stormwater systems for more than 30 years. We have prepared more than 500 stormwater management plans for various watersheds in the US, including more than 100 in Florida and several in Volusia County, including the Deep Creek Stormwater Master Plan (SWMP) and the Daytona Beach International Airport SWMP. We have wide-ranging knowledge of, and experience in, developing comprehensive SWMPs. These plans provide a blueprint for communities to follow in implementing stormwater improvements over the next five to ten years, improvements that both alleviate existing flooding caused by system constraints and address future long-term growth, while providing water quality benefits. Most recently, we completed the Stormwater Outfall Assessments for the Halifax River and the St. Johns River which identify options to help meet the County's TMDL requirements.

CDM Smith provides clients with stormwater and water resources modeling expertise. Virtually all of our stormwater management plan studies have involved basin-wide modeling. We have extensive experience in applications of ICPR (now known as StormWise), SWMM, HEC-HMS, HEC-RAS, HSPF, HEC-STORM, BMPTRAINS, TR20, TR55, HEC-1 and HEC-2, and other commonly used stormwater analysis computer models (**Figure 1-4**). Additionally, CDM Smith is a co-author of US EPA SWMM, the most widely used model for urban watershed studies. USEPA SWMM was successfully applied for your watershed plans across the County. Additionally our team developed the Watershed Management Model



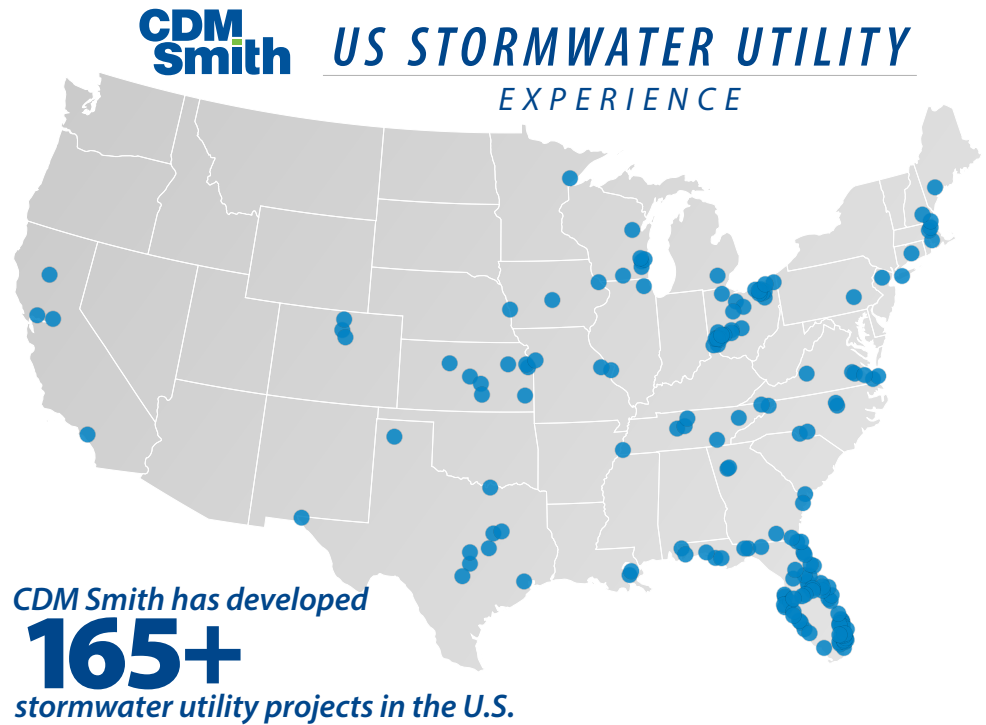
**Figure 1-4:** Our extensive modeling experience means we are prepared to provide the best modeling solutions to the County, no matter the task order.

(WMM) for FDEP in 1989 and it has been used to support water quality analyses for your watershed program since 1992. Our team uses these models to evaluate problems observed in the stormwater system, define types of problems that will occur during rain events with an infrequent recurrence interval (expected to occur only once in 5, 10, 25, or 100 years, in some cases), and evaluation of the impacts of proposed solutions being placed in the system with the rain event occurring. For most stormwater management plan studies, we prepare conceptual and/or preliminary designs of solutions to the stormwater problem using our stormwater modeling capabilities combined with a understanding of constructability to develop robust conceptual projects..

We have applied ICPR on more than 30 of these SWMPs and on over 50 design projects. Through application peer review of ICPR, we have recommended enhancements for calculations of flows in flat channels and consideration of channel storage (1986) and refinements to the PercPack routines to more accurately consider the full hydrologic cycle (2013). We have built models ranging in scale from a single parcel up to entire watersheds. Our broad base of local experience and our knowledge of the state of practice and emerging software will deliver efficient and accurate models to meet project objectives and needs within the defined budget and schedule.

### Stormwater Utility

CDM Smith has developed more than 165 stormwater utility programs for cities and counties throughout the US. Our Florida stormwater utility experience dates back to 1987 for the City of Tallahassee (the first stormwater utility adopted in Florida) and 1989 for Sarasota County, both of which are still operating successfully today. In Florida alone, we have worked on more than 60 stormwater utility programs, including nine of the 13 stormwater utilities developed for county governments. This includes the County's original stormwater utility program in 1992, the update in 2004, and our recent work in 2024 where we were successful in supporting the County with a rate increase. We have also provided stormwater utility services for neighboring municipalities including Brevard and Seminole Counties as well as the City of Daytona Beach. Our local Florida presence and working knowledge of the regulatory environment and public pulse for stormwater utilities means we can efficiently and effectively complete any tasks related to the County's stormwater utility program.



### Grant Application/Funding Capabilities

Funding is critical to ensuring our clients' projects can be built. CDM Smith can assist with all phases of the funding progression for a project or program. From determining the best loan or grant available for projects to the application for the funds, as well as managing the funding and corresponding requirements through project completion, we are here to help. Our experts excel at identifying funding, writing grants and justification requests to obtain funding, and administering programs in accordance with funding guidelines to keep your CIP moving forward. Our familiarity with funding timeframes and requirements helps clients receive the best funding package and stay on schedule.

## Litigation

### CDM Smith

In the last five (5) years, CDM Smith Inc. has not failed to complete any work in accordance with any contract. Because of its size and volume of business, over the years CDM Smith Inc. has occasionally been named in litigation. There are no past or currently outstanding legal proceedings, judgments or contingent liabilities that could adversely affect the financial position or ability of CDM Smith Inc. to perform its contractual commitments. Below is a list of lawsuits relative to company contracts and company business filed during the past five (5) years.

Date Filed	Case Name	Location	Forum	Cause of Action	Status
2-Dec-23	The Trustees of Trinity College v. CDM Smith Inc. and Empire Paving Inc.	CT	Superior Court, Judicial District of Hartford	Negligence	Pending
17-Jan-23	Johnson Bros. Corp, for itself and as assignee of Volusia County, FL v. WSP USA, Inc. f/k/a Parsons Brinckerhoff, Inc. and CDM Smith, Inc.	FL	US District Court for the Middle District of Florida	Breach of Contract, Contractual Indemnification, Negligence	Pending
22-Dec-22	City of Shreveport v. CDM Smith Inc., et al	LA	Parish of Caddo, LA, First Judicial District Court	Negligence, Breach of Contract	Pending
14-Jan-22	David Vanmeter v. Timothy Morse, Civil Services Incorporated, and CDM Smith Inc.	GA	State Court of Fulton County, Georgia	Negligence	Pending
19-Nov-21	New England Building & Bridge Co., Inc. v. Town of Cohasset v. CDM Smith Inc.	MA	US District Court for the District of MA	Contract Indemnification	Pending
9-Aug-21	T.F.R. Enterprises, Inc. v. Florida DOT and Target Engineering Group LLC f/k/a Target Engineering Group Inc. (TPP) v. AE Engineering, Inc., CDM Smith Inc., JBS Engineering Technical Services, Inc., PI Consulting Services, LLC, Rummel, Klepper & Kahl, LLP, and RS&H Inc. (TPDs)	FL	Circuit Court of 7th Judicial Circuit, Volusia County, FL	Breach of Contract, Indemnification	Closed
20-Jul-21	Reed Street Yards LLC v. CDM Smith Inc., Gestra Engineering, Inc., The Sigma Group, Inc.	WI	Milwaukee County (WI) Circuit Court	Negligence	Closed
12-May-21	Garrett Norman v. HNTB Corporation et al, including CDM Smith Inc.	IN	Marion County Superior Court	Negligence	Pending
7-Apr-21	Glover Construction Corporation v. CDM Smith Inc.	FL	4th Judicial Circuit Court Duval County FL	Negligence	Pending
30-Mar-21	City of Largo, FL v. Greeley and Hansen LLC v. CDM Smith Inc.	FL	Circuit Court for 6th Judicial Circuit for Pinellas County FL	Indemnity, Breach of Contract, Breach of Duty to Defend	Closed
22-Feb-21	Lake Cooper Maintenance Fund, Inc. v. South Carolina Department of Transportation, County of Charleston, et al. including CDM Smith Inc.	SC	Charleston Cty (SC) Court of Common Pleas, 9th Judicial Circuit	Negligence, Nuisance, Trespass, Unfair Trade Practices	Pending
16-Jul-20	Springfield Water and Sewer Commission v. Ludlow Construction Company Inc., CDM Smith Inc., and Tis Nuoval, S.R.L.	MA	Hampden County Superior Court	Breach of Contract, Negligence, Contractual Indemnification	Pending
29-May-20	Gregory and Brenda Wilson, as Personal Representatives of the Estate of Aaron Jamal Wilson vs. SEMA Construction, Inc., CDM Smith Inc., AECOM Inc., Tierra, Inc.; Horizon Engineering Group, Inc., and Traffic Engineering Data Solutions, Inc.	FL	Circuit Court of 9th Judicial Circuit, Orange County, Florida	Negligence	Closed

28-Jan-20	City of Brevard, a North Carolina Municipal Corporation v. CDM Smith Inc.	NC	NC Superior Court, County of Transylvania	Breach of Contract, Negligence	Closed
4-Nov-19	Thayer Academy v. R.A.D. Corp. d/b/a R.A.D. Sports v. CDM Smith Inc.	MA	Norfolk County Superior Court	Contribution and Indemnification	Closed
1-Nov-19	Santa Clara Valley Water District v. CH2M Hill, Inc., CDM Smith, Inc., DOES 1 - 60	CA	Superior Court of the State of California, County of Santa Clara	Negligence	Closed
24-Oct-19	Atane Engineers, Architects and Land Surveyors, D.P.C. f/k/a HAKS Engineers, Architects and Land Surveyors, P.C. v. CDM Smith Inc., City of New York, Mayor's Office of Housing Recovery Operations, and Department of Finance of the City of New York	NY	Supreme Court of the State of New York, County of New York	Claim for Payment	Pending

## Southeastern Surveying and Mapping Corporation (SSMC)

### CONTRACT CLAIMS FOR LAST 7 YEARS.

#### Project: Fountains East Apartment

Party: D&K Development Group LLC

Claim alleging control was incorrect with elevation in error.

Dates: August 2022 – February 2023 | Status and Outcome: Settled | Monetary Amounts: \$162,668.75

#### Project: Tampa VA Hospital

Party: Turner Construction

Claim alleging construction layout errors related to the construction of the Tampa VA hospital building.

Dates: April 2019 – January 2022 | Status and Outcome: Settled | Monetary Amounts: \$213,093.77

## Bechtol Engineering and Testing, Inc. (BET)

BET does not have any litigation and has not failed to complete in accordance with any contracts within the past five years.

## Applied Ecology, Inc.

Applied Ecology does not have any litigation and has not failed to complete in accordance with any contracts within the past five years.

## State Certification

# State of Florida Department of State

I certify from the records of this office that CDM SMITH INC. is a Massachusetts corporation authorized to transact business in the State of Florida, qualified on April 23, 1974.


The document number of this corporation is 832235.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 7, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Seventh day of February, 2024*



  
Secretary of State

Tracking Number: 4649402245CC

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

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

## Sunbiz Report



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

### Detail by Entity Name

Foreign Profit Corporation

CDM SMITH INC.

#### Filing Information

<b>Document Number</b>	832235
<b>FEI/EIN Number</b>	04-2473650
<b>Date Filed</b>	04/23/1974
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<b>Status</b>	ACTIVE
<b>Last Event</b>	NAME CHANGE AMENDMENT
<b>Event Date Filed</b>	12/15/2011
<b>Event Effective Date</b>	NONE

#### Principal Address

75 State Street  
#701  
Boston, MA 02109

Changed: 04/13/2015

#### Mailing Address

75 State Street  
#701  
Boston, MA 02109

Changed: 04/13/2015

#### Registered Agent Name & Address

C T CORPORATION SYSTEM  
1200 S PINE ISLAND RD  
PLANTATION, FL 33324

Address Changed: 10/17/2014

#### Officer/Director Detail

##### **Name & Address**

Title CEO, Chairman of the Board, Director

Wall, Timothy B  
75 State Street  
#701  
Boston, MA 02109

Title President, COO, Director

Bouchard, Anthony  
75 State Street  
#701  
Boston, MA 02109

Title Director, CFO, Executive Vice President

Desmaris, Thierry  
75 State Street  
#701  
Boston, MA 02109

Title Assistant Secretary, Senior Legal Counsel

Makofsky, Jason  
75 State Street  
#701  
Boston, MA 02109

Title Treasurer

Campbell, Christopher  
75 State Street  
#701  
Boston, MA 02109

Title Secretary, Assistant General Counsel

Milligan, Paul T  
75 State Street  
#701  
Boston, MA 02109

Title Director, General Counsel

Marcaccio, Mario  
75 State Street  
Suite 701  
Boston, MA 02109

Title Director

Gae, Walters  
2007 Alaqua Lakes Boulevard  
Longwood, FL 32779

Title Director

Howard, Stevenson  
31 Fayerweather Street  
Cambridge, MA 02138

Title Director

Jennifer, Banner  
6715 Sherwood Drive  
Knoxville, TN 37919

Title Director, CMO, VP

FORGAS, JULIA  
75 State Street  
#701  
Boston, MA 02109

Annual Reports

Report Year	Filed Date
2022	02/18/2022
2023	01/23/2023
2024	02/07/2024

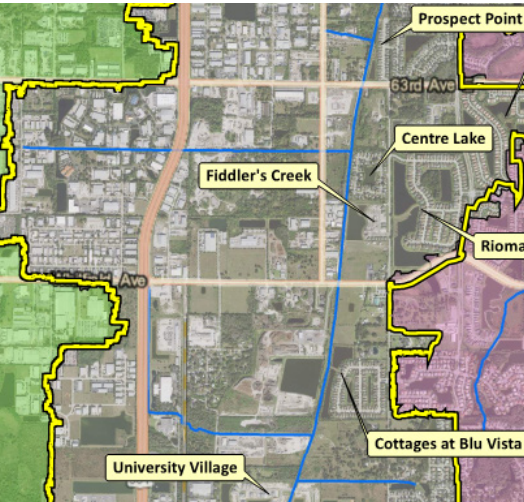
Document Images

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<a href="#">05/01/1996 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/14/1995 -- ANNUAL REPORT</a>	View image in PDF format

### 3. Project Experience



#### Pearce Drain/Gap Creek Watershed Management Plan Manatee County, FL

The purpose of this study was to complete a stormwater inventory and mapping effort and a flooding level of service (LOS) assessment, as well as prepare updated floodplain maps for the study area. Southwest Florida Water Management District (SWFWMD) and Manatee County were interested in addressing significant structural flooding in the watershed that occurred during both Tropical Storm Hermine (September 2016) and during an unnamed event in August 2017.

The stormwater data we collected was managed using the SWFWMD GWIS geodatabase (version 2.1). Our team utilized this GWIS geodatabase in conjunction with Arc Hydro to organize and relate spatial and tabular watershed information, including topographic information, infrastructure inventory, network connectivity, basin delineations, stage/storage, soils and land use, model inputs, and model results in a single location. We performed model simulations, calibration, and validation using the ICPR4 stormwater model. As part of the floodplain analysis, the 100-year 24-hour (1-day) was selected for the 100-year event for floodplain mapping purposes. We then used Flood Protection LOS criteria to identify road and structure inundation based on the inundation polygons developed from the various design storm events. Once the resulting LOS for existing conditions was developed, the calibrated model was then used to simulate the proposed conceptual improvement designs.

Due to the extent and severity of flooding in the watershed, our analysis led to the evaluation of 14 alternative scenarios. The alternatives analysis considered: lowering the control elevations of existing ponds, regional storage/treatment facilities, selective channel widening, use of floodwalls, and gravity and pumped diversions to adjacent watersheds.

To assist with the development of a capital improvement plan (CIP), CDM Smith developed a framework to prioritize and rank conceptual projects based on a selected set of criteria that meets the overall goals of improving flood control LOS in the watershed. We modeled, evaluated, and ranked a variety of conceptual alternatives and combinations thereof, and identified candidate projects for further evaluation as part of the recommended CIP. Following the simulation of the proposed conditions CIP model for the various design storms, we applied the LOS and damage cost methodologies to quantify the LOS improvements and reductions in flood damages realized through the implementation of the conceptual alternatives.

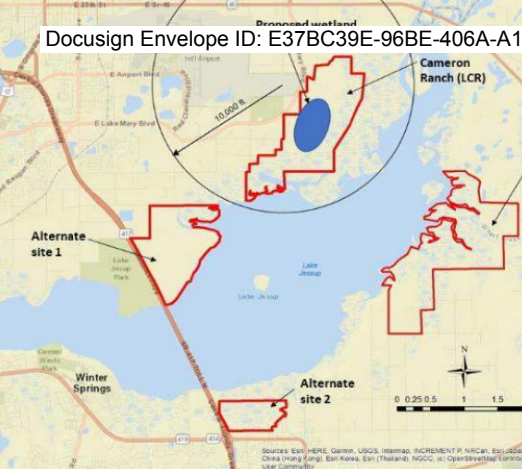
#### Client Reference

SWFWMD  
Jezabel Pagan Garcia;  
Engineering & Watershed  
Management Section  
Tel: 352.269.6061  
Email: jezabel.pagangarcia@  
swfwmd.state.fl.us

#### Period of Contract Performance 2017 – 2020

#### County Scope Items Involved

- Watershed management planning
- Capital Improvement Plan Identification/Modeling



### Client Reference

SJRWMD

Bob Naleway, Bureau Chief

**Tel:** 386.312.2366

**Email:** rnaleway@sjrwmd.com

### Period of Contract Performance

2021 – 2022

### County Scope Items Involved

- TMDL program assistance and implementation
- Experience with State permitting/regulatory programs
- Wetland Systems

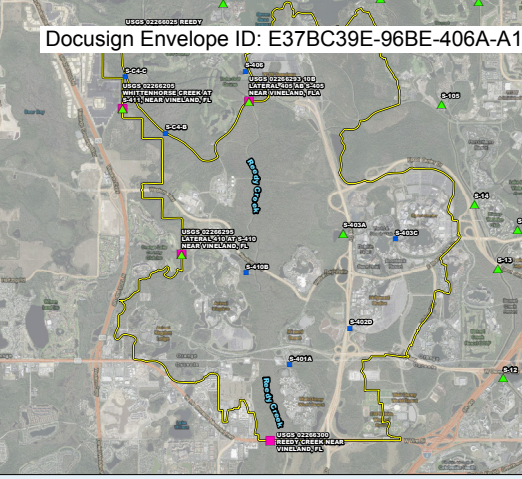
## Wetlands Evaluation for Lake Jesup Seminole County, FL

To address nutrient concentrations in Lakes Jesup, the St. Johns River Water Management District (SJRWMD) had evaluated and initiated the design of a constructed wetland treatment system on the north shore of Lake Jesup at the Little Cameron Ranch (LCR) Property. However, there were concerns raised by the Sanford-Orlando International Airport that the constructed wetlands would attract birds that could pose a risk to airport operations. The District wanted to evaluate alternative options south of Lake Jesup and further away from the airport. CDM Smith contracted with the District in 2021 to perform a feasibility evaluation of using wetlands to treat the water in Lake Jesup to lower nutrient concentrations.

This evaluation was a desktop analysis of the performance of natural wetland alternatives along the southeast shore of the Lake on state-owned lands that may yield similar nutrient reduction benefits.

CDM Smith identified a total of five different conceptual layouts (i.e., footprint and components) for a potential flow-through wetland treatment system that will maximize nutrient removal within the physical constraints of the study area (Alternate Site 3). Factors considered to assess the feasibility of the wetland treatment system included: pollutant load (i.e., nutrients) removal capabilities, constructability, suitability of native soils for wetland treatment, proximity of site to the Orlando-Sanford International Airport operations, wetland impacts, capital construction and operation and maintenance (O&M) costs, site access, property ownership encumbrances, regulatory permitting constraints, accessibility for operations and maintenance, and availability and accessibility of electrical power supply.

As part of this task CDM Smith also evaluated other alternative “small footprint” nutrient removal technologies that could provide similar nutrient removal benefits as the LCR site at similar or lower costs. Additionally, we performed a desktop evaluation of add-on technologies that could be used in combination with the wetlands to help lower nutrient concentrations in Lake Jesup. These add-on technologies would be placed on adjacent state-owned property and could be used by themselves or in combination with the wetland treatment systems. Add-on technologies that were evaluated in-depth included bio-sorption activated media (BAM), the biofiltration phosphorus elimination system (PES) and electrocoagulation. Using available information from literature and vendor supplied information, we evaluated the potential nutrient removal, annual O&M costs and conceptual construction cost-estimate for an application for Lake Jesup.



## Client Reference

Central Florida Tourism Oversight  
District (formerly Reedy Creek  
Improvement District)

Kimberly Lawrence; Manager,  
Biological and Water Sciences

**Tel:** 407.824.7301

**Email:**klawrence@

oversightdistrict.org

### Period of Contract Performance

2020 – 2022

## County Scope Items Involved

- TMDL program assistance and implementation

## Nutrient Loading Analysis Phase I & II, Lake Buena Vista, FL

Due to TMDL mandates in the State of Florida, the Central Florida Tourism Oversight District (formerly Reedy Creek Improvement District (RCID)) has been closely monitoring nutrient levels within its boundaries. Currently, the waterbodies within the study area are not designated as impaired for nutrients. To assist the RCID with planning for potential impairments in the future, CDM Smith performed Phase I of a nutrient loading analysis in order to quantify external and internal nutrient loadings to receiving waters.

Phase I included an extensive review and evaluation of available ambient water quality data to identify potential sources of total nitrogen (TN) and total phosphorus (TP) in Reedy Creek. CDM Smith performed a water balance to estimate the baseflow reaching the surface water bodies in the study area. This information along with available flow and water quality data were used to develop a hydrologic and water quality model using the Hydrological Simulation Program, FORTRAN (HSPF). The HSPF model accounted for the hydrology and associated nutrient loads generated within the study area, and water quality within the ponds and channel conveyance network. A preliminary calibration of the model was then performed. Refinements to the current data collection were recommended to enhance the understanding of the system and support future analysis and refined model calibration.

Following completion of Phase I, a Phase II study was initiated to address some of the data gaps identified in Phase I. Phase II included the installation of additional shallow groundwater monitor locations in the areas influenced by rapid infiltration basins (RIBs) groundwater contribution. This was done to help quantify the baseflow to the tributaries to refine estimates from the Phase I nutrient loading study. CDM Smith developed a groundwater monitoring plan which included the installation of five shallow monitor wells to better evaluate potential nutrient loading from groundwater to receiving waters. We reviewed existing monitor well locations and developed list of water quality parameters and sampling frequency for the monitor wells.



**Client Reference**

City of Altamonte Springs  
April Davis; Water Resources  
Engineer

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**Period of Contract Performance**

2018 – 2020

**County Scope Items Involved**

- Engineering analysis and design and permitting of capital improvement projects, including coordination with permitting agencies having jurisdictional oversight

## Erosion Control Countermeasures within the Little Wekiva River Between State Road 436 and State Road 434 Altamonte Springs, FL

In 2017, Hurricane Irma caused widespread damage throughout the state of Florida, with significant impacts in Central Florida. Approximately 17.2 inches of rainfall was recorded by the City of Altamonte Springs for the period from September 9, 2017 through September 11, 2017, which resulted in flooding along various segments of Little Wekiva Road and flood stages overtopping the Little Wekiva River channel banks. As a result of the significant peak streamflow that was recorded, streambank erosion and other structural damage occurred along the Little Wekiva River between State Road 436 and State Road 434. In 2018, the City identified problem areas related specifically to streambank erosion and scour that had occurred and received Federal funding assistance through the NRCS Emergency Watershed Protection (EWP) Program to implement erosion control countermeasures.

CDM Smith was tasked with the design, permitting support, and limited construction services for three of the nine erosion control countermeasures which were funded through the NRCS EWP grant. The projects were located along the Little Wekiva River at Little Wekiva Road and Merrill Park. As part of the data collection and field reconnaissance efforts for the three project locations, we prepared a design memorandum to document the various issues and considerations that were evaluated as part of selecting the proposed erosion control countermeasures. We then developed construction documents for the erosion control countermeasures for each of the three projects which included sheet pile, riprap, and gabion walls. We coordinated with the City and the City's program management team to prepare the Engineer's Estimate of Probable Construction Costs for each of the three projects.

CDM Smith also provided permitting support to the City's program manager to obtain the SJRWMD Environmental Resource Permit. We provided limited post-design services to assist the City during bidding and construction which included attending the pre-construction meeting, reviewing and processing shop drawings, responding to the Contractor's requests for information (RFIs) during construction and site inspections.

# 4. Approach

## Responding to Requests for Work

Upon receiving a request for work, we will partner with your management staff to form a single team with a shared goal of understanding the assignment and defining overall project objectives. This type of partnership starts with the right people. We have provided the County with a core project management team that you are familiar with and trust, as well as specialists needed for specific technical activities. The project management team will communicate proactively with County staff to develop a solid understanding of the County’s needs, goals, and expectations, and we will coordinate the development of task authorizations to accomplish these goals.

Our approach to stormwater management projects is illustrated in **Figure 4-1**. CDM Smith will work with our team members to develop a scope of work to deliver upon the County’s request and identify resources to do so in a high-quality and cost-effective manner. Upon execution of a task authorization and project kickoff, we will proceed into the data compilation phase of the project. This includes the gathering and analysis of relevant data and if needed for the project, working with our subconsultant partners **SSMC** and **BET** to coordinate necessary topographic survey and geotechnical activities. Depending on the assignment, we will engage our subconsultant **Applied Ecology** on complex water quality, TMDL, and BMAP related issues with the assistance of **Dr. Claudia Listopad, GISP** and her staff. The data and information obtained will inform modeling activities, both of water quantity and water quality, to evaluate the problem and establish a baseline for the development and evaluation of conceptual alternatives to address the issue.

Upon the County’s selection of a conceptual improvement for implementation, CDM Smith will take that concept through final design, with formal technical review milestones at the 10, 30, 60, and 90 percent completion to re-evaluate, refine and improve the design. Permitting coordination will be provided throughout the design phase, including pre-application meetings with SJRWMD, USACE, and any other relevant agencies, the preparation and submittal of permit applications, and responding to requests for additional information. Our services extend beyond final design to provide support during the bidding process to full CEI services during construction.

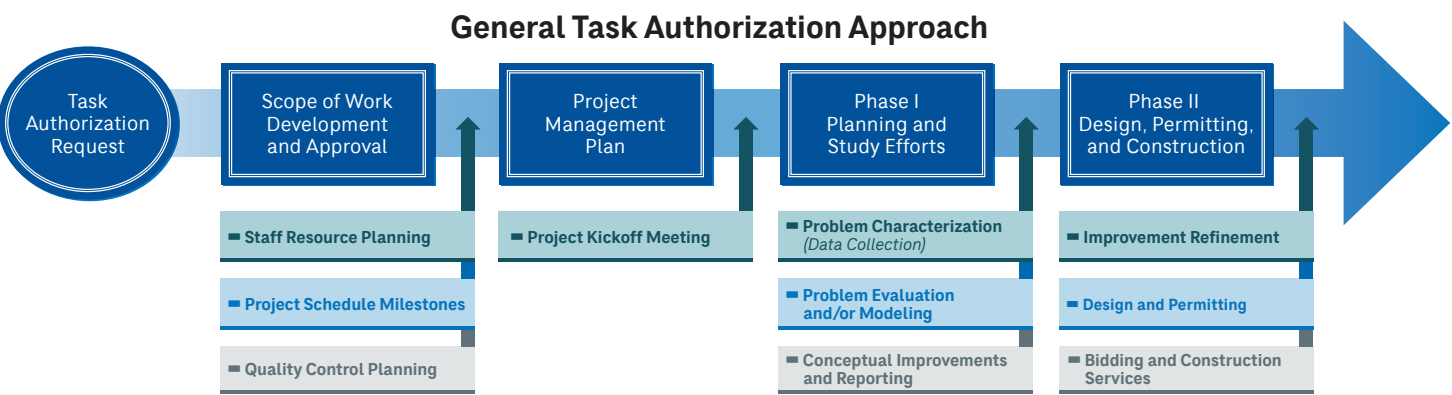


Figure 4-1: We have a proven approach to task authorization-based stormwater projects. From task authorization request through construction, the CDM Smith team will supply effective project management and quality control to get the job done right.

Our project management team will build upon the trusting partnership we have established already by taking initiative, by being responsive and supportive of the County, and by being there when you need us. This relationship will be strengthened by the addition of technical experts who are committed to providing the very best strategies, direction, lessons learned, and technical insights from other similar contracts. The success of this contract relies on having a strong project management team. Leading our team in the day-to-day activities and assigning the very best staff to each of your projects will be **Danielle Honour, PE, DWRE**. Danielle is well-qualified for this role bringing 25 years of relevant Florida experience specializing in stormwater modeling, watershed management planning, water quality improvement strategies, NPDES MS4 permitting, TMDL and Basin Management Action Plans (BMAP) support, and pollutant load modeling. Recently, Danielle has been working with the County for the last two permit cycles to provide support with the County NPDES MS4 Phase II permit. She has served as project manager and project technical lead on a variety of watershed management planning efforts, TMDL

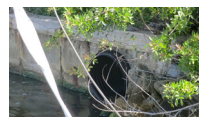
support and BMAP projects as well as stormwater retrofit design projects throughout Central Florida. Local Central Florida clients include Seminole County, Orange County, Osceola County; the Cities of Winter Springs and Altamonte Springs; the Central Florida Oversight Tourism Board (previously Reedy Creek Improvement District), and SWFWMD and SJRWMD. Danielle played a key role in preparing the County's recent Stormwater Utility Update Evaluation in which the County was successful in increasing their monthly stormwater utility rate which will help sustain the County's stormwater program into the future.

## A Project Manager Familiar With Your Stormwater Needs



*NPDES MS4 Cycle 3 Permit Support (2019)*

*NPDES MS4 Cycle 4 Permit (2020 – Ongoing)*



*Halifax River Stormwater Outfall Assessment Update (2021)*



*Stormwater Utility Update Evaluation (2024)*

Danielle will be the primary point of contact for the County and she is dedicated to this contract for its entirety. She will proactively oversee each project to deliver a quality product on time and within budget. She will work closely with all members of the project team throughout all phases of each project. She is valued by her clients as a committed and enthusiastic project manager and technical lead with the skills to manage a variety of project types.

Our team will function under the overall direction of officer-in-charge **Eric Grotke, PE, BCEE**. He will be responsible for contractual issues and our team's overall quality of service to the County. Eric is ultimately responsible for delivery of the personnel, budget commitments, and services.

## Quality Control/Quality Assurance Procedures

CDM Smith employs a rigorous standardized and scalable quality assurance and quality control (QA/QC) program that provides for an exceptional standard of care and quality for all project deliverables. It begins during the pursuit of a project through the selection of key staff members with the requisite skill sets to match the project requirements.


Those people are shown on our project organizational chart in **Tab 2**. Once selected and prior to enrolling the project in the CDM Smith financial system, a Project Execution Plan (PxP) is developed by the project manager and must be reviewed and approved by the officer-in-charge, the project performance officer, and the health and safety officer. The PxP is essential to the proper cost control and successful completion of any project. It sets forth the project work breakdown structure, schedule for key project milestones, associated budgets, responsible individuals, and the technical reviews. Quality management is a primary responsibility of the project manager and is supported by project technical lead and a Technical Advisory Committee of **Michael Schmidt, PE, BCEE, DWRE**; **Lori Visone, PE**; and **Brian Mack, PE, DWRE**. Mike and Brian have more than 30 years' experience working directly with Volusia County projects and Lori recently assisted with the 2024 Stormwater Utility Update. With this deep-rooted knowledge, this committee will ensure the projects meet your standards and expectations.

Quality is achieved through the efforts of skilled professionals, effectively applying their judgment and experience, following our deliberate program of QA/QC. Work performed by CDM Smith under this contract will be conducted using our thorough, proven Quality Management Process (QMP). QMP is the essential foundation for the execution of any of our projects, and it consists of two parts: QA and QC. QA consists of the written procedures that drive quality. QA is initiated with a joint County/CDM Smith project kick-off meeting to verify that everyone understands the intent, objectives, tasks, budgets, schedules, milestones, and deliverables; the kickoff meeting also identifies the individuals who are responsible for implementing each part of the work. The QA procedures also require a standardized checking process, including technical reviews. QA is the system for verifying that the QC procedures are being implemented. QC activities are the actual checking and validation of the work product at every stage of its development. These critical activities include internal quality control reviews by senior experts; they also include a rigorous crosschecking process for making sure that all comments, revisions, or corrections to deliverables are correctly completed. This same checking process will also be used to document actions taken for all comments made by the County. Our schedules include established durations for both project team and independent review periods to achieve consistently superior quality deliverables throughout the project.


## 5. Financial Responsibility

CDM Smith certifies that we are a financially stable organization currently employing nearly 6,250 employees located nationally and internationally. We have in place the necessary resources, human and financial, to successfully undertake a diverse range of projects, while providing personalized, local client service.


CDM Smith is an employee-owned organization incorporated in the State of Massachusetts. Virtually all of our stock is held only by active, full-time employees, providing a strong incentive for our staff to excel and contribute to the growth of the firm. Through maintaining this self-ownership status, we have experienced steady and successful growth.



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