



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

Between

THE COUNTY OF VOLUSIA

AND

DRUMMOND CARPENTER, PLLC

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

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This Contract made and entered by and between Drummond Carpenter, PLLC, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 47 E. Robinson Street, Suite 210, Orlando, FL 32801 (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, plans, 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.** 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), 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 Orlando, Florida. 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, 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:

In the case of County:	with a copies of legal notices to:
County of Volusia Attn: Director of Purchasing and Contracts Address: 123 W. Indiana Ave., Room 302 DeLand, Florida 32720 Phone: (386) 736-5935 Fax: (386) 736-5972	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Room 301 DeLand, Florida 32720 Phone: (386) 736-5950 Fax: (386) 736-5990
In the case of Consultant:	with a copy of legal notices to:
Drummond Carpenter, PLLC Attn: Lee Mullon, Senior Vice President Address: 47 E. Robinson Street, Suite 210 Orlando, Florida, 32801 Phone: 407-417-1220 E-mail: lmullon@drummondcarpenter.com	Drummond Carpenter, PLLC Attn: Lee Mullon, Senior Vice President Address: 47 E. Robinson Street, Suite 210 Orlando, Florida, 32801 Phone: 407-417-1220 E-mail: lmullon@drummondcarpenter.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

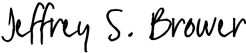
of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.


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.


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 Lee Mullon, Senior 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:

2285F8E1E09043E...
George Recktenwald
County Manager
Date: 8/23/2024 | 21:31:35 EDT

COUNTY OF VOLUSIA
Signed by:

FF54386B3FD439...
Jeffrey S. Brower
County Chair
Date: 8/23/2024 | 13:48:36 EDT

Attest:
Signed by:

AE11FADAE63E442...
Signature
Chad Drummond
Print Name
CEO/President
Title

DRUMMOND CARPENTER, PLLC
Signed by:

7B979FC965DB424...
Signature
Lee Mullon
Print Name
Senior Vice President
Title

Date: 7/26/2024 | 12:05:35 PDT
Approved 08/20/2024 

Date: 7/24/2024 | 10:13:07 EDT

Exhibit “A” – Scope of Services/Solicitation
Exhibit “B” – Insurance Requirements
Exhibit “C” – Drummond Carpenter. 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		
WORKERS COMPENSATION <input checked="" type="checkbox"/> Waiver of Subrogation in favor of County	Florida Statutory Coverage	
COMMERCIAL GENERAL LIABILITY <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
AUTOLIABILITY <input checked="" type="checkbox"/> Any Auto	Combined Single Limit	\$ 300,000
	Bodily Injury (Per person)	\$
	Bodily Injury (Per accident)	\$
	Property Damage (Per Accident)	\$
Note: If contractor does not have Coverage Symbol 7, Any Auto, contractor is limited to use of covered autos only.		
PROFESSIONAL LIABILITY	\$ 1,000,000 per Claim \$ 1,000,000 Aggregate	
CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:		
Certificate Holder: County of Volusia Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720 ATTN: <u>Kathy Williams</u>	Risk Management Division 	

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 a “named insured”, “additional named insured”, or “additional insured”, the term “County” includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements as stated in 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 require the carrier 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 or its Subconsultant's professional liabilities whether occasioned by the Consultant or its Subconsultants, or its agents or employees. 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.



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

[DRUMMOND CARPENTER, PLLC] 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: Tuesday, May 14, 2024

Drummond Carpenter, PLLC Response

CONTACT INFORMATION

Company:

Drummond Carpenter, PLLC

Email:

lmullon@drummondcarpenter.com

Contact:

Lee Mullon

Address:

47 E Robinson St.
Suite 210
Orlando, FL 32801

Phone:

N/A

Website:

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

Submission Date:

May 9, 2024 1:08 PM

[DRUMMOND CARPENTER, PLLC] RESPONSE DOCUMENT REPORT
RSQ No. 24-SQ-101KW
Professional Stormwater and Environmental Engineering Services

ADDENDA CONFIRMATION

Addendum #1
Confirmed May 8, 2024 11:30 PM by lee mullon

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

[DRUMMOND CARPENTER, PLLC] RESPONSE DOCUMENT REPORT
RSQ No. 24-SQ-101KW
Professional Stormwater and Environmental Engineering Services

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

[DRUMMOND CARPENTER, PLLC] RESPONSE DOCUMENT REPORT
RSQ No. 24-SQ-101KW
Professional Stormwater and Environmental Engineering Services

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.

Chad Drummond, President and Principal

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...

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

No response submitted

11. Scope of Services *

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.

Yes

[DRUMMOND CARPENTER, PLLC] RESPONSE DOCUMENT REPORT
RSQ No. 24-SQ-101KW
Professional Stormwater and Environmental Engineering Services

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

DC_For_Proposal_COI.pdf

14. Hold Harmless Agreement.

Please download the below documents, complete, and upload.

Only upload if applicable in accordance with Florida Law.

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

No response submitted

15. Forms

PROPOSAL FORM *

[DRUMMOND CARPENTER, PLLC] RESPONSE DOCUMENT REPORT
RSQ No. 24-SQ-101KW
Professional Stormwater and Environmental Engineering Services

Pass

Please download the below documents, complete, and upload.

- [RSQ_Proposal_Form\(499041\).pdf](#)

DC_RSQ_Proposal_Form(499041).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.

DC_15.2_LetterofInterest_RSQ_24SQ101KW.pdf

W9*

Pass

Please attach current W-9 Form.

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

[DRUMMOND CARPENTER, PLLC] RESPONSE DOCUMENT REPORT
RSQ No. 24-SQ-101KW
Professional Stormwater and Environmental Engineering Services

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

No

ENTER EXPLANATION OF THE CONFLICT OF INTEREST AS INDICATED ABOVE.

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

No response submitted

PROHIBITION AGAINST CONTINGENT FEES *

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...](#)

DC_RSQ_Prohibition_Against_Contingnt_Fees_notarized_(499042).pdf

PUBLIC ENTITY CRIME *

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

[DRUMMOND CARPENTER, PLLC] RESPONSE DOCUMENT REPORT
RSQ No. 24-SQ-101KW
Professional Stormwater and Environmental Engineering Services

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.
- 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.

[DRUMMOND CARPENTER, PLLC] RESPONSE DOCUMENT REPORT
RSQ No. 24-SQ-101KW
Professional Stormwater and Environmental Engineering Services

- 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

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

No response submitted

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 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

[DRUMMOND CARPENTER, PLLC] RESPONSE DOCUMENT REPORT
RSQ No. 24-SQ-101KW
Professional Stormwater and Environmental Engineering Services

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.

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

Pass

[DRUMMOND CARPENTER, PLLC] RESPONSE DOCUMENT REPORT
RSQ No. 24-SQ-101KW
Professional Stormwater and Environmental Engineering Services

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.

DC_16.1_QualificationsTeam_RSQ_24SQ101KW.pdf

FIRM QUALIFICATION DATA*

Pass

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

DC_16.2_FirmQualData_RSQ_24SQ101KW.pdf

EXPERIENCE*

Pass

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

DC_16.3_Experience_RSQ_24SQ101KW.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.

DC_16.4_ProjectApproach_RSQ_24SQ101KW.pdf

FINANCIAL STABILITY*

Pass

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

DC_16.5_FinancialStability_RSQ_24_SQ_101KW.pdf



DRUMCAR-01

BBROWN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2024

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

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

PRODUCER JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME:	
	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Phoenix Insurance Co. (Travelers)	25623
INSURED Drummond Carpenter, PLLC 47 E Robinson St. Suite 210 Orlando, FL 32801	INSURER B : Travelers Property & Casualty of America	25674
	INSURER C : Travelers Casualty & Surety Co	19038
	INSURER D : Beazley Insurance Company, Inc	37540
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6603J138297	2/5/2024	2/5/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6603J138297	2/5/2024	2/5/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP4K473504	2/5/2024	2/5/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB5K951497	2/5/2024	2/5/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			V3173A230201	2/5/2024	2/5/2025	Per Claim 2,000,000
D				V3173A230201	2/5/2024	2/5/2025	Aggregate 3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

For Proposal Purposes

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

AUTHORIZED REPRESENTATIVE

5/8/2024

Date

PROPOSAL FORM

The undersigned hereby declare(s) that Drummond Carpenter, PLLC 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

Chad Drummond

Printed Name

CEO/President

5/8/2024

Title

Date

Drummond Carpenter, PLLC

Company Name

47 E Robinson Street, Suite 210, Orlando, FL 32801

Full Address

407-417-1220

N/A

cdrummond@drummondcarpenter.com

Telephone

Fax

E-mail Address

080129842

81-1044163

Dun & Bradstreet #

Federal I.D. #



15.2 LETTER OF INTEREST

Response to County of Volusia RSQ-24-SQ-101KW
Professional Stormwater and Environmental Engineering Services
Letter of Interest (7.2A, 15.2)

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

Letter of Interest for Professional Stormwater and Environmental Engineering Services, RSQ-24-SQ-101KW

Dear Selection Committee Members,

Volusia County is growing and is forecasted to have an additional 100,000 residents call the County their home in the next two decades. Investing in smart stormwater and environmental engineering solutions will ensure that its rich natural resources are protected, its environmental regulatory requirements are efficiently met, and that the County achieves its goal of providing opportunities to benefit the lives and livelihoods of its residents. The County therefore needs professional teams that have the expertise to address prevailing stormwater and environmental challenges, and to bring new ideas, approaches, and partners that will deliver innovative water resource strategies and practical solutions that work for Volusia County.

Drummond Carpenter
Designated Point of Contact

Lee Mullon, PE, CFM, BC.WRE, PMP
 Senior Vice President, Civil Engineer
 Direct Phone: 407.575.8038
lmullon@drummondcarpenter.com

Drummond Carpenter, PLLC is an Orlando-based service-disabled veteran-owned small business (SDVOSB) **with expertise in all categories listed in this RSQ** and is currently implementing these services for Seminole County, Orange County, and other municipalities statewide. As an example, we are actively providing the following services for Central Florida clients relevant to those expected under this contract:

- ✓ Inventorying over 500 square miles of watersheds and 150,000+ drainage assets for NPDES reporting,
- ✓ Developing NPDES MS4 permit annual reports and customized water quality data management scripting,
- ✓ Modernizing stormwater and environmental management programs, including new ordinance drafting,
- ✓ Prioritizing TMDL actions and municipal-wide surface water quality management programs,
- ✓ Developing science-driven spring TMDL and BMAP nutrient sourcing and management plans,
- ✓ Monitoring surface water, stormwater, and groundwater quality,
- ✓ Performing watershed assessments and hydrologic and hydraulic modeling for major watershed systems,
- ✓ Performing stormwater quality best management practice (BMP) design and construction oversight for CIPs.

Drummond Carpenter Team

We have teamed with established firms that we have strong, ongoing project experience with on similar projects, or who are actively working with the County. Our partners are briefly described below.

LimnoTech is a nationally recognized freshwater and estuary water science firm that specializes in mitigating harmful algal blooms and nutrient-enriched systems. LimnoTech and Drummond Carpenter are part of a mentor protégé partnership through the U.S. Small Business Administration, and our team has performed several lake management projects in Florida, including alum treatment and TMDL investigations.

Geotechnical and Environmental Consultants (GEC) is a geotechnical engineering firm that Drummond Carpenter has worked with on multiple stormwater BMP capital improvement projects in Central Florida.

Response to County of Volusia RSQ-24-SQ-101KW
Professional Stormwater and Environmental Engineering Services
Letter of Interest (7.2A, 15.2)

ECHO is a full service geospatial and surveying company with underground utility exploration capabilities. ECHO is currently working with Drummond Carpenter on watershed management plan survey needs for the Big Econlockhatchee River watershed.

Ecological Associates is a multi-disciplinary environmental consulting firm, whose expertise includes aquatic, coastal, and terrestrial systems assessment, water quality analysis, and environmental permitting support. EAI has served as Volusia County's Protected Species Specialist since 1996, implementing conservation measures for sea turtles, piping plovers, and listed species.

Advanced Environmental Laboratories (AEL) is a full-service, NELAP-certified environmental laboratory that has served Volusia County since 2019, whose services include analytical testing for surface water, wastewater, drinking water, and non-aqueous samples.

Leadership

Lee Mullon, PE, CFM, BC.WRE, PMP will act as Project Manager for this contract. Lee has over 20 years of professional engineering experience and has worked on over 100 water resources projects throughout the state, primarily within and for Central Florida counties and municipalities. A recognized leader in stormwater management, **Lee serves as a Board of Directors member for the Florida Stormwater Association (FSA)**, the preeminent non-profit organization supporting Florida stormwater matters. Lee has led projects that have included addressing excess nutrients in the Indian River Lagoon, conducted groundwater nutrient management studies that have resulted in new fertilizer and septic tank administrative policies, published stormwater management BMP life-cycle guidelines within Florida, and is routinely an engineer-of-record for stormwater quality and quantity improvement infrastructure.

Chad Drummond, PE, BC.WRE, BCEE is Drummond Carpenter's founder and president, and will act as the Principal-in-Charge for this contract. With over 25 years of professional experience, Chad routinely administers projects as overall director and understands the schedule, budget, and resource needs of County clients. Chad is committed to providing Lee the firm resources necessary to complete tasks on schedule. Chad is also an expert at groundwater nutrient reduction management and was vital in Orange County's efforts to attribute nutrient source pollution to Wekiwa springs and to help formulate practical remedial measures for the County.

Donald Carpenter, Ph.D., PE, LEED AP will serve as Drummond Carpenter's QA/QC Manager and Grant Support Lead. Don has over 25 years of experience both as a researcher and practicing professional on projects incorporating stormwater BMPs and green infrastructure, hydrologic modeling, community engagement, and grant assistance. **In the last two years, Don has supported Drummond Carpenter's clients in securing six grants totaling over \$2 million for water resource projects.**

Thank You!

We hope to build a long-term partnership with Volusia County and to see the County meet and exceed its water resource goals in the coming decades. Thank you for the opportunity to present our qualifications and we look forward to establishing a successful relationship together.

Sincerely,



Lee Mullon, PE, CFM, BC.WRE, PMP
Authorized Principal, Project Manager



Chad Drummond, PE, BC.WRE, BCEE
President, Principal-in-Charge



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

By [Signature]
(Signature)

Date 4-25-2024

By Chad Drummond, CEO/President
Corporate Officer Name & Title

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Sworn to/affirmed and subscribed before me this 25th day of April, 2024, by
CHAD DRUMMOND, who is personally known to me or who has produced
FL DL as identification.

[Signature]
NOTARY PUBLIC - STATE OF FLORIDA

Type or print name:

TANIKA MERRITT

Commission No.: #HH 207096

Commission Expires: April 13, 2026

(Seal)





16.1

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

Response to County of Volusia RSQ-24-SQ-101KW
Professional Stormwater and Environmental Engineering Services
Qualifications of the Firm and the Employees that will be assigned to the County (16.1)

Drummond Carpenter Team

Drummond Carpenter specializes in the services outlined in this RSQ statement and is **ideally suited to lead any task relevant to this contract**. That's because we are performing these services already for nearby Orange and Seminole counties, and the same team members will lead projects for Volusia County. Drummond Carpenter has partnered with highly qualified team members who are committed to working with County staff to meet your objectives and goals throughout this contract. We understand the importance of communication to maintain a high level of efficiency and ensure responsiveness throughout each project. Our team has the availability, expertise, and experience needed to provide all services related to the major scope categories of this RSQ, including:

- ✓ NPDES Program Assistance and Implementation
- ✓ TMDL Evaluation and Ecosystem Goal Setting
- ✓ Watershed Management Planning
- ✓ Capital Improvement Project Design and Permitting
- ✓ Other Stormwater/Environmental Needs

Teaming Partners

Drummond Carpenter has developed strategic partnerships with our subconsultant team, who were intentionally assembled to address the potential tasks from this contract. Our team includes professional engineers, surveyors, ecologists, statisticians, limnologists, hydrogeologists, estuarine scientists, modelers, and laboratory analytical technicians who are ready to support Volusia County in achieving its goals of water quality restoration and watershed management. Together, we have successfully evaluated TMDLs to ensure our clients' allocations are science-based and fair, conducted pollutant source tracking to build evidence for delisting impaired waterbodies, developed and designed dozens of innovative projects to reduce stormwater pollution into receiving waters, and many more watershed management initiatives that will be further described in this response. A summary of our teaming partners is included below.



Ecological Associates, Inc. (EAI) is a multi-disciplinary professional environmental consulting firm, founded in 1994, with offices located along the Treasure Coast of Florida. The firm is currently supported by 33 full-time biologists and ecologists, ranging in expertise from aquatic, coastal, and terrestrial systems, and up to 30 part-time laboratory and field technicians. EAI specializes in water quality

analysis for federal and state compliance and permit conditions, assessing benefits of stormwater improvement projects for pollutant load reduction to receiving waterbodies, and distribution assessments of abundant resident biota.

EAI has served as Volusia County's Protected Species Specialist (PSS) since 1996 when the County was issued a federal Incidental Take Permit (ITP) for beach driving. The PSS is responsible for implementing conservation measures for sea turtles, piping plovers, and other protected species, as prescribed in the County's HCP, and for assessing the effectiveness of those measures. EAI previously worked with Drummond Carpenter's Professional Wetland Scientist, Katie Bowes, for three years during her tenure as Martin County's Environmental Program Coordinator.



LimnoTech is a leading environmental science and water resources consultancy headquartered in the U.S., offering their clients specialized water science and engineering expertise in the areas of water quality, estuarine systems, impacts of wastewater discharges and water withdrawals, wet weather challenges, ecosystem restoration, groundwater pollution, eutrophication, harmful algal



Response to County of Volusia RSQ-24-SQ-101KW
Professional Stormwater and Environmental Engineering Services
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blooms (HABs), and more. LimnoTech entered into a formal mentor-protégé relationship with Drummond Carpenter in 2021 under a U.S. Small Business Administration program. Together, LimnoTech and Drummond Carpenter have collaborated to serve multiple Florida municipalities in identifying and implementing solutions to critical water resource challenges, including HAB and legacy nutrient management, impaired waterbody assessment and mitigation, alum treatment studies and implementation, and more.

LimnoTech has been at the forefront of TMDL policy planning and development for over 20 years, beginning with participation on EPA's exclusive TMDL Surface Water Assessment Team (SWAT) in 1992, providing nationwide support in the development of watershed-based TMDLs. LimnoTech has reviewed over 200 TMDLs and numerous state TMDL programs and completed more than 50 technical training sessions on TMDL development for state regulatory staff and all ten EPA regions. As a 100% employee-owned (ESOP) company, LimnoTech takes pride in their achievements and is committed to finding creative, innovative solutions to the critical water challenges their clients face.



With offices in Orlando and Kissimmee, GEC has provided geotechnical engineering support throughout Central Florida for over 31 years, covering complex highway projects such as PD&E studies, design, and design/build. GEC's core services include geotechnical engineering for capital improvement design, contamination screening and assessment, and construction phase services, including pile driving inspection and materials testing and inspection. GEC's depth of experience and large technical staff ensure streamlined development of the geotechnical scope of services, field investigation, and laboratory testing and reporting. GEC has supported Drummond Carpenter on multiple stormwater quality municipal projects for the past 4 years.



ECHO UES, Inc. (ECHO) is a State-recognized Minority Business Enterprise (MBE) that was founded in 2017 with surveying, construction, and utility/GIS capabilities, who believe in providing high quality and reliable utility and survey data to design better, build faster, and safely enhance engineering, design, construction, and maintenance of infrastructure. ECHO currently has three offices in the state of Florida located in Tampa, Orlando, and Gainesville and currently employs one hundred-fourteen (114) full-time employees and has thirty-five (35) field crews that will provide expert services included within this RSQ. ECHO provides Subsurface Utility Engineering and Survey and Mapping expertise for a diverse range of projects by assisting industry stakeholders, engineering professionals, and construction specialists to enhance their project performance, from design through construction to the maintenance of infrastructure. In 2021, ECHO expanded its services to include Utility Coordination, offering this expertise to firms across Florida. ECHO has partnered with Drummond Carpenter on various watershed management projects for municipal clients for the past 3 years and has served Volusia County for the past 7 years.



Advanced Environmental Laboratories, Inc. (AEL), is a full-service environmental laboratory headquartered in Jacksonville, FL, including 6 other laboratory locations throughout central and south Florida. Founded in 1994, AEL is Florida's largest lab network and one of the top 10 largest environmental lab employers in the U.S. with over 180 employees. AEL holds DoD-ELAP, ISO-17025, and

NELAP-TNI certifications, as well as USDA foreign soils permits. AEL has professional working experience with FDEP, all Florida Water Management Districts, U.S. Navy, Air Force, Army Corps, USGS, GSA, and the EPA. AEL retains expertise in analytical investigations of soil, water and air at RCRA, CERCLA, landfill, UST, drinking water, wastewater, commercial property transfer, remediation and O&M sites.



Response to County of Volusia RSQ-24-SQ-101KW
Professional Stormwater and Environmental Engineering Services
Qualifications of the Firm and the Employees that will be assigned to the County (16.1)

Since 2019, AEL has held a Master Services agreement with Volusia County providing laboratory analytical services. Under this agreement, AEL performs analytical testing for drinking water, wastewater, and sludge samples following EPA Methods and FDEP regulatory guidelines. AEL provides full CLP-Like Level IV data packages along with EQUIS, ERPIMS, SEDD, ADR, and ADaPT (including field data and merge files) EDD formats. AEL and Drummond Carpenter have not previously collaborated, however, AEL's current working relationship with Volusia County ensures that all laboratory deliverables will meet the county's existing needs.

Team Skills

A table of the key service areas related to this RSQ is shown below, including Drummond Carpenter and its proposed subconsultants:

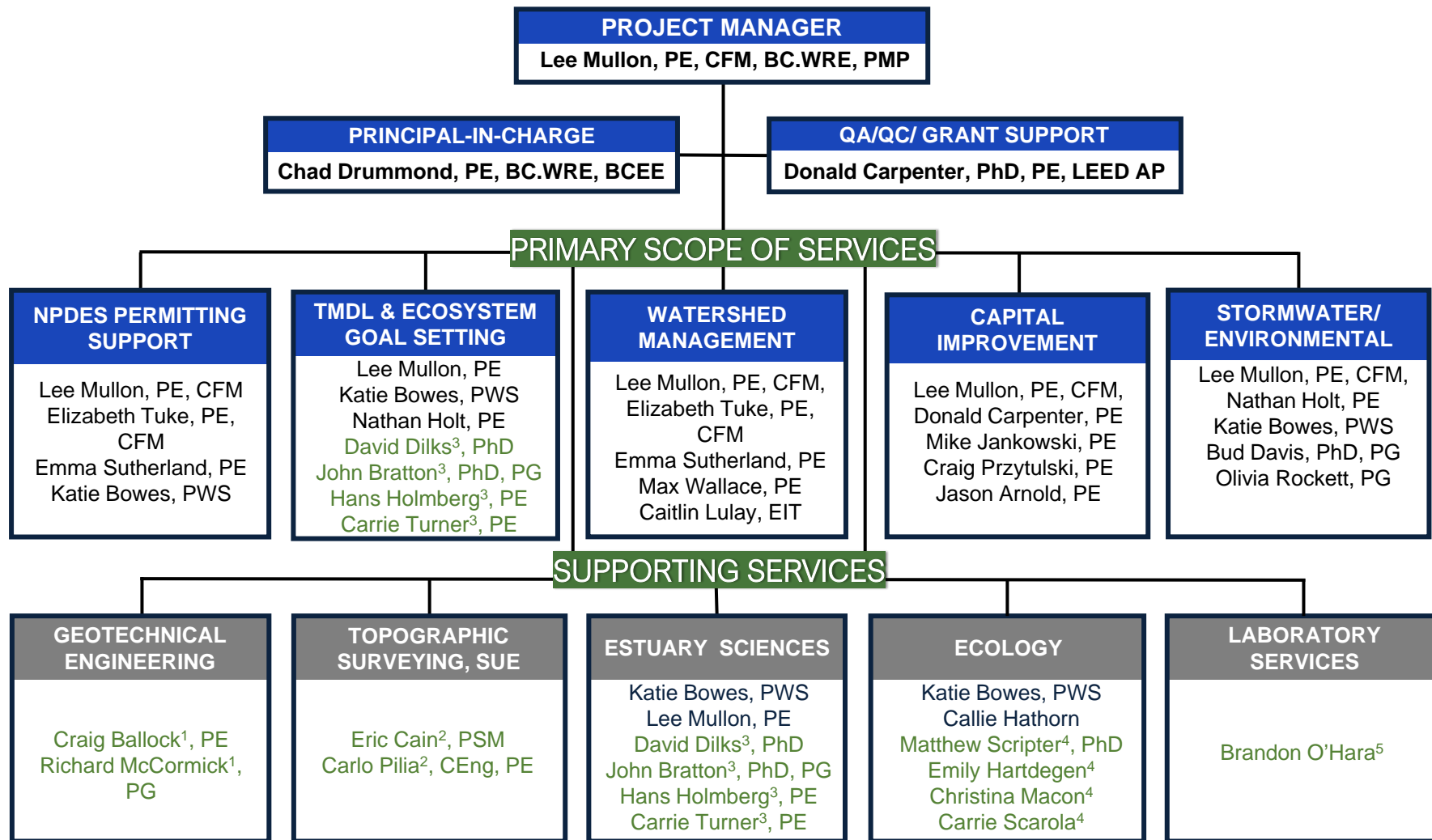
Team Member	NPDES			TMDLs		Watershed Management				Capital Improvement			Additional Services		
	Regulatory Compliance	Pollutant Management	Stormwater Inventory	TMDL Evaluation, NNC	Ecosystem Goal Setting	Environmental Analysis, Water Quality Statistical	Hydrologic & Hydraulic Modeling	Pollutant Loading Analysis	Stormwater Master Planning	Engineering Analysis & Design	Surveying & Geotechnical	Permitting Coordination	Environmental Policy	Water Quality Data Automation	Vulnerability Assessment
Drummond Carpenter	★	★	★	★	★	★	★	★	★	★		★	★	★	★
GEC										★	★	★			
ECHO											★				
LimnoTech		★		★	★	★	★	★		★		★	★	★	
EAI		★		★	★	★		★				★			★
AEL	<i>AEL is the contract NELAP-certified laboratory that will provide analytical services.</i>														

An organizational chart, brief resumes, and licenses for each key team member are included in the remainder of this section.

EXHIBIT C



Response to County of Volusia RSQ-24-SQ-101KW
Professional Stormwater and Environmental Engineering Services
Qualifications of the Firm and the Employees that will be assigned to the County (16.1)



SUBCONSULTANTS

1. Geotechnical and Environmental Consultants, Inc. (Orlando, Florida)
2. Echo UES, Inc. (Oviedo, Florida)
3. LimnoTech (Ann Arbor, Michigan)
4. Ecological Associates, Inc. (Jensen Beach, Florida)
5. Advanced Environmental Laboratories, Inc. (Altamonte Springs, Florida)

Lee Mullon, P.E., CFM, BC.WRE, PMP

Project Manager, Principal Engineer

Tel: (407) 575-8038

Email: Lmullon@drummondcarpenter.com

Address: 47 E Robinson St Suite 210, Orlando, FL 32801

Lee Mullon is a Principal Engineer and oversees Drummond Carpenter's Florida water resources practice. For over a decade, he has worked almost exclusively with local governments in Central Florida to address challenges with stormwater management, environmental regulations, water quality impairments, climate change, and adaptation planning. Recently, Lee has focused on city and county stormwater and environmental programmatic initiatives to address challenges holistically and comprehensively, such as developing municipal wide water quality master plans, prioritizing septic tank retrofits for over 85,000 systems, creating a first-of-its kind Florida wetland protection ordinance, and leveraging high-performance computing to rapidly model and map flooding at the City and County scale. Lee is a recognized subject matter expert in stormwater management and environmental regulations by Florida courts of law and has documented experience as an expert witness that successfully challenged Florida regulatory decisions.

Select Projects

- **Orlando Comprehensive Vulnerability Analysis, City of Orlando, FL**
Project manager for this ongoing citywide flood modeling project that analyzes over 160 square miles of urban and rural Orlando using a 2D flood modeling approach with a limited budget to map flood risk at critical City assets.
- **Wekiwa Springs BMAP Analysis, Orange County, FL**
Project manager and engineer-of-record for this evaluation of nitrogen sources from a large springshed. Groundwater fate and transport modeling, validated by monitoring, found that fertilizer was the most significant factor, and warranted new County administrative approaches to restrict the use of excess fertilization.
- **Orlando Lakes Water Quality Prioritization Master Plan, City of Orlando, FL**
Project manager for this study to prioritize each of the City's 80 monitored lakes to address water quality based on environmental need, community engagement, and retrofit improvement feasibility. Citywide pollutant load modeling and statistical water quality analysis using automated approaches were developed.
- **Airport Canal Watershed Master Plan, Dixie County, FL**
Project manager and engineer of record for this 65 square mile watershed master plan to reduce flooding around Cross City, the local airport, and surrounding community using a detailed ICPR4 and GWIS modeling approach.
- **State of the Wetlands, Orange County, FL**
Project manager for this first-of-its-kind study in Florida to map wetland spatial and functional change from 1990 to present, and to quantify the economic function of these systems. The results led to the development of a new wetland ordinance, adopted in 2023, to better protect wetlands for decades to come.
- **Lake Lawne Weir Retrofit, Orange County, FL**
Engineer-of-record for this regional stormwater pond retrofit to modify a water control structure by designing an operable weir gate to proactively control flooding in advance of major storm events. Currently performing construction administration services.
- **Howell Creek Watershed Management Plan, Seminole County, FL**
Project Director for this 65 square mile watershed management plan within the Howell Creek basin, a built-out watershed with a largely suburban residential and commercial region which experienced excessive flooding during Hurricane Ian in 2022. Project tasks included ICPRv4 model development to evaluate flooding level of service and stakeholder outreach to educate communities about flood risk and seek feedback on conceptual CIPs.



Education

M.S. Water Resources Engineering
University of Central Florida

B.S. Civil Engineering
University of Central Florida

Years Experience

22 (5 with current firm)

Registration & Certifications

Professional Engineer
Florida, 72414

Certified Floodplain Manager
US-15-08381

Board Certified Water Res. Engineer
00751

Project Management Professional
2809800

Erosion & Sed. Control Inspector
22225

Professional Affiliations

Board of Directors, Education Chair
Florida Stormwater Association

EWRI ECB Conference Officer
American Society of Civil Engineers

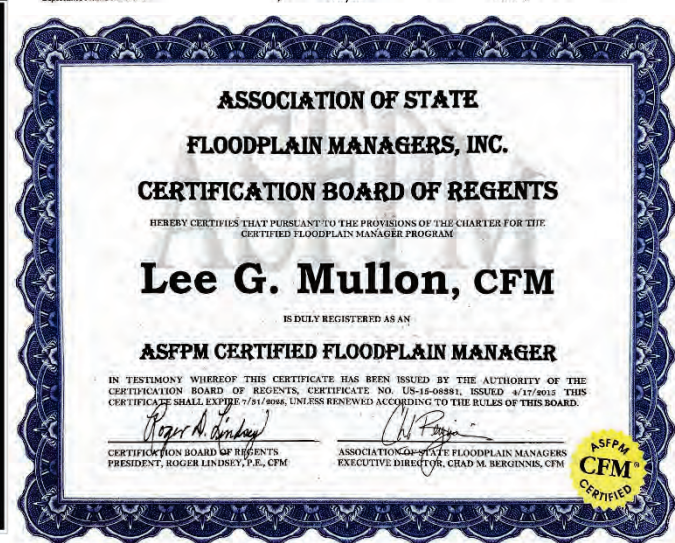
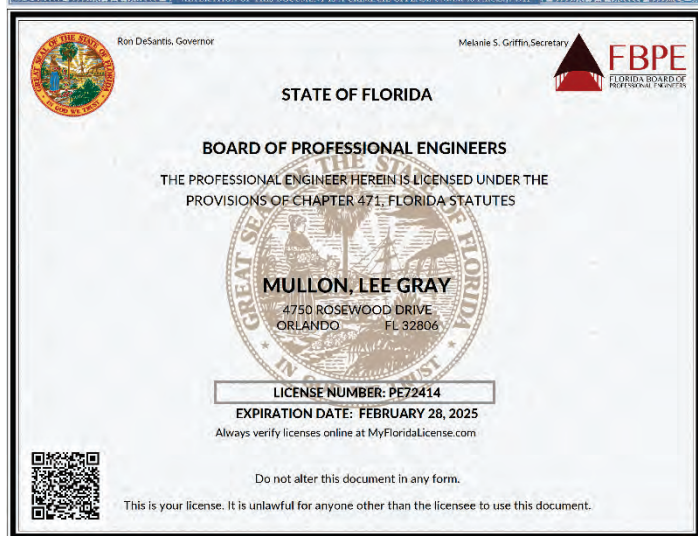
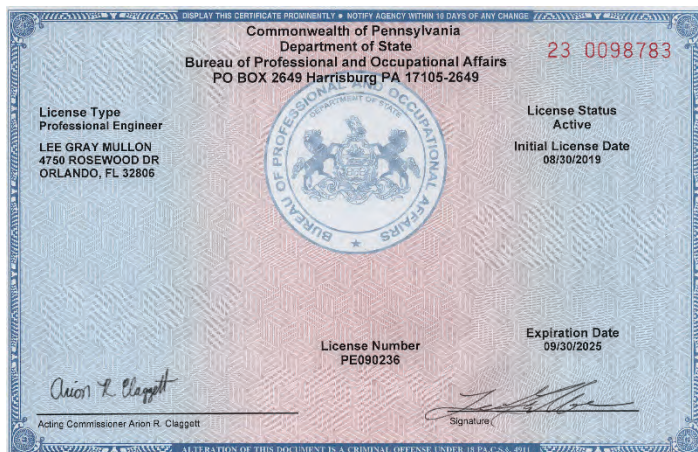
Member
Amer. Acad. of Water Res. Engineers

Member
Assoc. of State Floodplain Managers

Other Training, Experience

Adjunct Professor, ICPR Instructor
University of Central Florida

Research Assistant
UCF Stormwater Manage. Academy



Chad Drummond, P.E., D.WRE, BCEE**Principal Engineer**

Tel: (407) 417-1220

Email: CDrummond@drummondcarpenter.com

Address: 47 E Robinson St Suite 210, Orlando, FL 32801

Chad is a principal engineer with a professional practice focusing on the modeling, protection, and restoration of groundwater resources. He has evaluated groundwater conditions, safe aquifer yield, and water quality for sites across Florida. Groundwater contaminants dealt with include nutrients, inorganics such as chlorides and arsenic, organics, emerging contaminants, and radionuclides. He has varied experience working for Florida Water Management Districts including evaluation and specification of MFLs. Recent projects have included protecting and restoring aquifers and springs by increasing springflow through aquifer recharge and improving water quality by designing and implementing water quality BMPs. He also has significant experience simulating Florida aquifer groundwater, including groundwater-surface water interaction and impacts due to climate change. Mr. Drummond has provided deposition and court testimony and has been accepted as an expert witness in groundwater modeling and water resources engineering.

Select Projects

- **Springflow Enhancement Modeling and Design, SJRWMD and FDEP, Dixie County, Florida**
Reviewed water and environmental use permits from Suwannee River Water Management District, literature detailing agricultural practices in Florida, NRCS soil data, soil boring logs, and slug test data to develop input values for a several square mile surface water flow model. Surface water flow modeling was used to inform decisions regarding wetland hydration, flood protection, aquifer recharge and enhanced springflow, and water quality improvements.
- **Hydrologic Assessment of Lake Star, Orange County EPD, Florida**
Developed a MODFLOW groundwater flow model to assess infiltration rates and investigate the possible causes for flooding. Environmental model development incorporated information from standard penetrometer testing, split spoon sampling, and falling head tests completed as part of a geotechnical evaluation at the site. Reviewed regional groundwater and surface water elevation data and observed standard penetrometer testing and split spoon sampling performed at the site. Directed muck sampling, installation of piezometers, and a double ring infiltrometer. Provided recommendations to alleviate flooding including vegetation and muck removal and pump station installation.
- **Minimum Flows & Levels, SWFWMD and SJRWMD, Florida**
Reviewed consumptive use permits and aquifer data to assess current and potential water impacts from water withdrawals. Developed environmental models to evaluate potential impacts on surface water bodies resulting from groundwater withdrawals. Collected and assessed sediment data to predict potential changes in morphology resulting from potential water withdrawal in the St Johns River.
- **Nitrate Isotopic Assessment, Orange County, Florida**
Refined the ECFTx groundwater flow model. Steady state simulation results were used to perform a particle tracking analysis using MODPATH to determine recharge areas for a second-magnitude spring. Developed site-specific 3D visualization model using EVS to explain groundwater flow pathways and travel times to scientists and the public.

**Education**

M.S. Environmental Engineering
University of Michigan

B.S. Civil Engineering
University of South Florida

Years Experience

25 (7 with current firm)

Registration & Certifications

Professional Engineer
Florida, 64378

Michigan, 6201050383

Diplomate, Water Resources Engineer, American Academy of Water Resources Engineers, 00615


Board Certified Environmental Engineer, American Academy of Environmental Engineers & Scientists, 12-10032

Professional Affiliations


Former Chair
National Ground Water Association (NGWA), Ground Water Modeling Technical Group

Member
American Society of Civil Engineers

Former Editor
ASCE EWRI Current Events



Ron DeSantis, Governor




Melanie S. Griffin, Secretary

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DRUMMOND, CHAD DANIEL
6532 EVERINGHAM LANE
SANFORD FL 32771

LICENSE NUMBER: PE64378

EXPIRATION DATE: FEBRUARY 28, 2025

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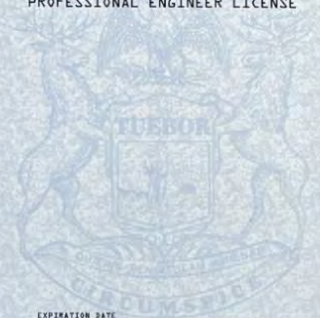
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CHAD DANIEL DRUMMOND



LICENSE NO. 6201050363

EXPIRATION DATE 6/16/2024

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THE STATE OF MICHIGAN

Donald Carpenter , PhD, P.E., LEED AP

QA/QC Officer & Grant Coordinator

Tel: (248) 763-4099

Email: DCarpenter@drummondcarpenter.com

Address: 501 Avis Drive, Suite 1, Ann Arbor, MI 48108

Dr. Carpenter is professional engineer and accredited green design professional whose expertise includes civil site design, green infrastructure (GI), stormwater best management practices (BMPs), hydrologic modeling and monitoring, field data collection, erosion, and sedimentation control, planning and community engagement. Dr. Carpenter has 25+ years' experience working with diverse clients across the U.S. as a researcher and practicing professional including numerous projects with Water Management Districts and municipalities. As an NCI Certified Charrette Facilitator, he has extensive experience in community engagement and planning. As a national stormwater expert, Dr. Carpenter serves on the Washington Department of Ecology Bureau of External Reviewers where he assists in the certification of innovative stormwater technologies.

Select Projects

- **Minimum Flows and Levels (MFLs) Technical Support (SJRWMD, Florida)**
Performed technical analysis on multiple MFL sites for the SJRWMD including Lake Poinsett, Upper St. John's River, and Ocklawaha River. Technical analysis included establishing the basis for setting MFL criteria for multiple Water Resource Values (WRVs) including sediment loads, detrital transport, nutrient filtration, habitat, and water quality.
- **Brooker Creek HEC-RAS Model Development (SWFWMD, Florida)**
Assisted with the development, validation, and implementation of a HEC-RAS model for Brooker Creek in Pinellas County. Was responsible for field inspection, initial model development, evaluation of hydraulic structures and hydrologic flow profile development. Model results were in support of SWFWMD MFL for Brooker Creek.
- **Lower Suwannee ICPR4 Model Development (SRWMD, Florida)**
Led the development of an ICPR4 model for the Lower Suwannee watershed including field data collection for model refinement. The calibrated model was used to evaluate aquifer recharge design scenarios to determine groundwater infiltration volumes and potential effects on flooding due to system changes.
- **Royal Oaks Creek Erosion Control Project (City of Tallahassee, Florida)**
Principal engineer for the determination of sediment transport and erosion potential for a creek in Tallahassee. The goal was to quantify the severity of the erosion and sedimentation issues within the project reach and possible effect on sediment control structure design. Project methodology included assessing sediment erosion and deposition over a multi-year period based on surveys and using model results to estimate velocity and shear.
- **Engineering and Design Services for GSI Program Management (CS-1884) (Detroit Water and Sewerage Department, Michigan)**
Project Management, technical consultant, and engineer for an on-call contract with DWSD to design and implement GSI practices and sewer separation projects. Effort included reviewing stormwater design and drainage charge credit manuals, stormwater and hydraulics modeling, site plan review, community outreach, report writing, grant writing, educational outreach, forensic engineering, and developing stormwater management site plans.



Education

*Ph.D., Environmental and Water
Resources Engineering
University of Michigan*

*M.S. Civil Engineering
Oregon State University*

*B.S. Civil Engineering
Purdue University*

Years Experience

28 (8 with current firm)

Registration & Certifications

*Professional Engineer
Michigan, 6201056764
Pennsylvania, 090966
Florida, 77517
Ohio, 85501
New York, 103544*

*Leadership in Energy and
Environmental Design Accredited
Professional (LEED AP)*

*NCI Charrette Facilitation
Certified, National Charrette Institute,
Portland OR*

Professional Affiliations

Society of American Military Engineers


American Society of Civil Engineers

Water Environment Federation

Florida Stormwater Association


Other Training, Experience

*Professor of Practice & Director,
Great Lakes Stormwater
Management Institute
Lawrence Technological University*



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Melanie S. Griffin, Secretary



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CARPENTER, DONALD DAVID

1419 TIMBER RIDGE CT
MILFORD MI 48380

LICENSE NUMBER: PE77517

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LANSING, MI 48909

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1419 TIMBER RIDGE CT
MILFORD, MI 48380

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GOVERNOR

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DONALD DAVID CARPENTER

LICENSE NO. 6201056764 EXPIRATION DATE 09/25/2025 23254060941

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HEREBY CERTIFIES THAT

Donald Carpenter

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE
REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY
AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.




Chairperson

January 30, 2009
Date Issued


Peter Tompelson, President

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Elizabeth Tuke, P.E., CFM**Senior Water Resources Engineer***Tel: (407) 462-2517**Email: ETuke@drummondcarpenter.com**Address: 47 E Robinson St Suite 210, Orlando, FL 32801*

Elizabeth Tuke is a senior water resources engineer with more than a decade of progressive watershed management experience and expertise in hydrologic and hydraulic modeling. She is proficient in both design event and long-term continuous simulation modeling, utilizing modeling software such as ICPR3, ICPR4, and HEC-RAS for both 1D and 2D applications. She is adept at developing detailed watershed models, performing floodplain delineation, conducting level-of-service analyses, and identifying BMPs to address water quantity and quality concerns. She has successfully served on projects for federal, state, and municipal clients including Orange and Seminole counties, the Southwest Florida Water Management District, Florida Department of Transportation, and FEMA. Elizabeth is involved in her local ASCE chapter and has served as Social Chair, PE Review Chair, Treasurer, and Vice President for one of the branch institutes.

Select Projects

- **Orange County NPDES Permit Assistance: Stormwater Inventory Data Collection Projects, Orange County, FL**

Project manager leading the effort for this comprehensive stormwater inventory completed for Orange County Stormwater Management Division in support of their National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit. This project included mapping and digitizing over 40,000 stormwater pipes and over 55,000 stormwater structures in GIS. Stormwater structures discharging to WOTS were subsequently classified as either major or minor outfalls based on prevailing FDEP definitions which included reviewing for both pipe size and upstream contributing drainage area.

- **Orlando Lakes Water Quality Prioritization Master Plan, City of Orlando, FL**

Project manager for this study to prioritize each of the City's 80 monitored lakes to address water quality based on environmental need, community engagement, and retrofit improvement feasibility. Citywide pollutant load modeling and statistical water quality analysis using automated approaches were developed.

- **Howell Creek Watershed Management Plan (Seminole County, Florida).**

Surface Water Modeler assisting in the Watershed Management Plan update for the 65 square mile Howell Creek basin in Seminole County. Using the GWIS geodatabase format, updates to the ICPR4 model features are being focused on refinement areas within the Unincorporated Seminole County portions of the basin. In addition to the development of a comprehensive surface water model, BMPs will be identified and designed to mitigate flooding and water quality issues throughout the basin. Hybrid public engagement meetings are being coordinated at major project milestones throughout the project to discuss progress and to solicit public feedback in the highly engaged communities throughout the basin.

- **Lake Lawne Weir Retrofit, Orange County, FL**

Project Engineer for this stormwater retrofit of the regional stormwater harvesting pond serving Barnett Park and the contributing Little Wekiva watershed to address flooding within the park system. Mrs. Tuke assisted in the development of the final project plans, technical specifications, permitting, and cost estimates.

**Education**

B.S. Civil Engineering
University of Florida

Years Experience

12 (3 with current firm)

Registration & Certifications

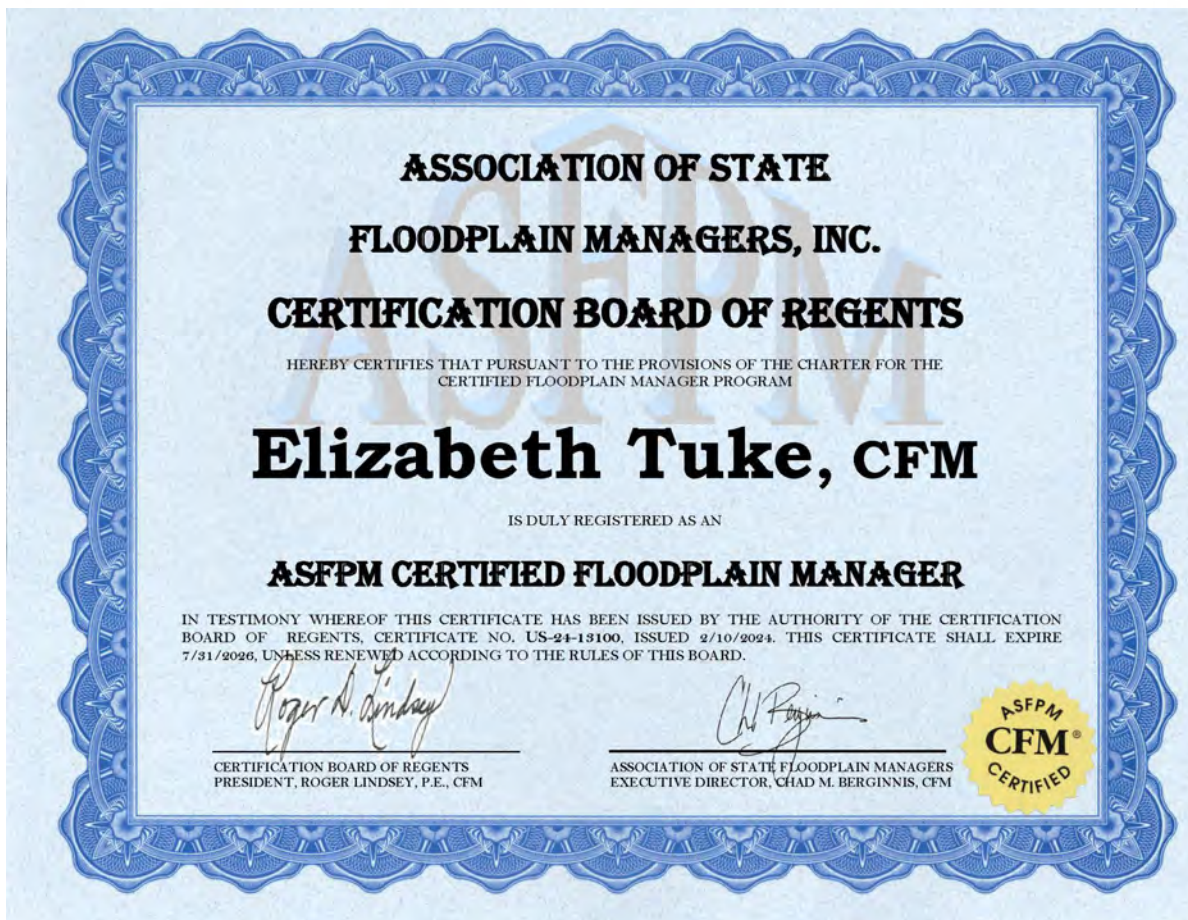
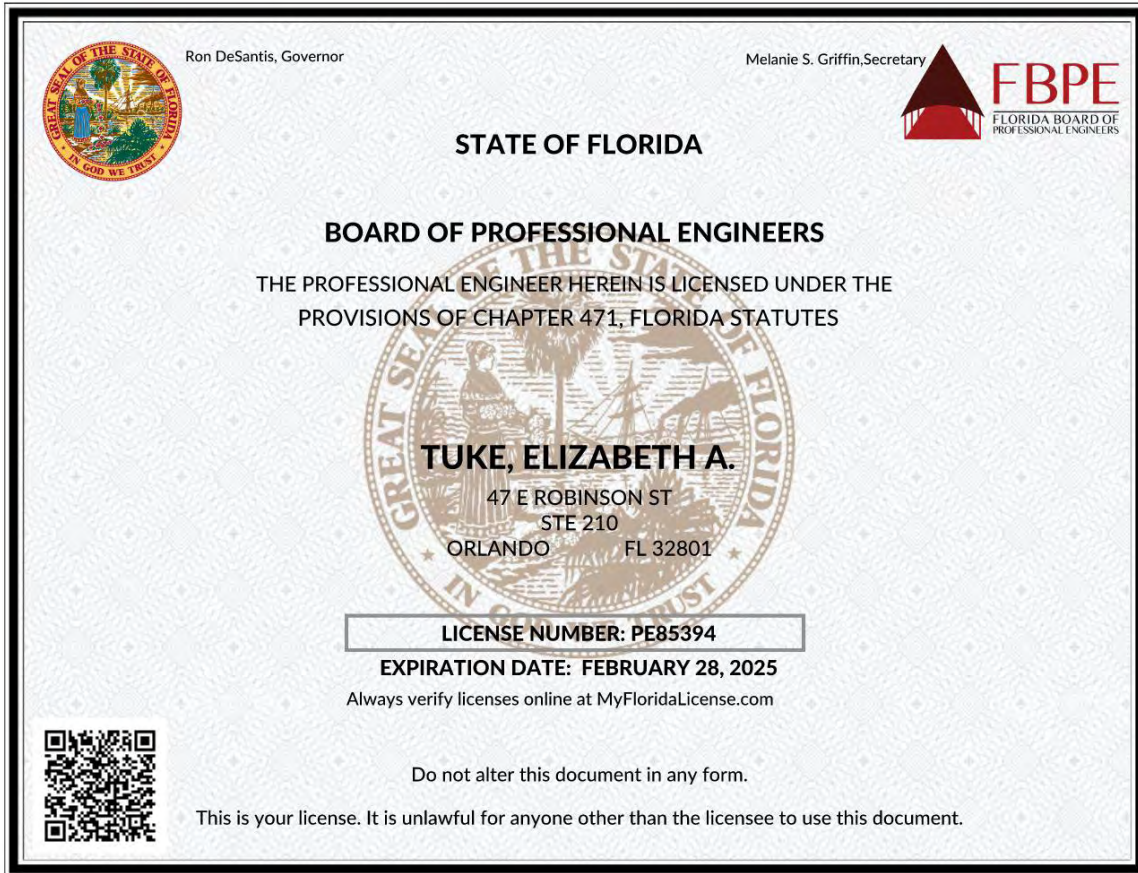
Professional Engineer
Florida, 85394

Certified Floodplain Manager
US-24-13100

Professional Affiliations

Member
Florida Stormwater Association,
Membership Committee

Member
American Society of Civil Engineers



Katie Bowes, PWS**Professional Wetland Scientist**

Tel: (504) 261-8189

Email: KBowes@drummondcarpenter.com

Address: 47 E Robinson St, Suite 210, Orlando, FL 32801

Katie Bowes is a Professional Wetland Scientist with an extensive background in municipal environmental and stormwater management issues. She has nine years of direct experience in large-scale ecosystem restoration and management projects within marine, estuarine, and riverine habitats. Katie has a Master's Degree concentrated in Wetland and Aquatic Biogeochemistry from Louisiana State University, where she studied the fate of pollutant loads and their interactions in marine and wetland ecosystems. While working for a local government for several years, she focused on utilizing these concepts to develop retrofit plans for aging stormwater infrastructure and to guide science-based approaches to new stormwater management and water quality treatment opportunities.

Select Projects

- **State of the Wetlands and Wetland Ordinance Review, Orange County, FL**
Principal investigator in a first-of-its-kind study in Florida to map wetland spatial and functional change from 1990 to present, and to quantify the economic function of these systems. The project also included a review of Orange County's wetland regulatory framework and comparison to six other counties as well as state and federal regulations. The final phase of this project included stakeholder engagement and a major update to Orange County's wetland ordinance to better streamline the permitting process while maintaining adequate regulations that are protective of the County's natural resources.
- **Big Econlockhatchee Bacterial Assessment, Orange County, FL**
Project manager for the comprehensive investigation of *E.Coli* contamination in the Econlockhatchee River. Extensive geospatial data collection, water quality trend analysis, and review of state guidance documents led to the selection of 8 monitoring sites for monthly surface water monitoring and microbial source tracking using DNA biomarkers. Project effort will also include an Analysis and Implementation Plan, which will inform strategies for load reduction, success criteria for future management actions, and development of structural and non-structural BMPs.
- **NPDES Permit Support, Orange County, FL**
Project manager for field monitoring, sampling, laboratory analysis, and reporting efforts for four surface water quality monitoring locations to support Orange County's ongoing NPDES MS4 reporting requirements. Project effort also includes associated permit reporting requirements and Numeric Nutrient Criteria evaluation of monitoring activities from the previous permit year.
- **NPDES Annual Water Quality Support, Orange County, FL**
Project manager for water quality data compilation, analysis, and reporting for 94 lakes monitored by the City of Orlando. This effort supported the City in their ongoing NPDES MS4 permit reporting requirements.
- **Lake Anderson Alum Treatment Assessment, Orange County, FL**
Project team member in review of water column phosphorus and sediment inactivation study for Lake Anderson. Project effort included water quality and sediment data collection, current and historic data analysis, alum dosage calculations and treatment strategy, and a final report detailing findings and alum treatment recommendations.

**Education**

M.S. Oceanography and Coastal Sciences

Louisiana State University

B.S. Natural Resources Ecology and Management

Louisiana State University

Years Experience

9 (2.5 with current firm)

Registration & Certifications

**Professional Wetland Scientist,
Society of Wetland Scientists**

3478

Stormwater Erosion and Sediment Control Inspector, Tier II & I FDEP

42424

Municipal Stormwater Inspector, Water Quality and TMDLs, FDEP

48344

SDI Open Water SCUBA Diver

Professional Affiliations

Chair

Society of Wetland Scientists
Biogeochemistry Section

Member

Florida Stormwater Association (FSA)
Membership Committee



***Society of Wetland Scientists
Professional Certification Program, Inc***

grants the designation

Professional Wetland Scientist

For

Katie Bowes

In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification Program, Inc. and verified by the Society's Certification Review Panel on 2/10/2022.
Professional Wetland Scientist number 3478. Due to recertify by 2/10/2027.



Gillian T. Davies

Gillian Davies, PWS
President

Robert D. Shannon

Robert D. Shannon, Ph.D., PWS
Review Panel Chair

Nathan Holt, P.E.**Senior Engineer**

Tel: (850) 819-9254

Email: NHolt@drummondcarpenter.com

Address: 47 E Robinson St Suite 210, Orlando, FL 32801

Nathan is a professional engineer with expertise in environmental studies involving pollutant characterization and assessment, modeling, and analysis (surface water, vadose zone, and groundwater), water supply, evaluating surface-groundwater interactions, Florida, agriculture, and geospatial mapping and analysis using GIS. Mr. Holt has evaluated pollutant leaching and transport through soils, in groundwater, and within surface water systems through measurement and modeling. Mr. Holt is familiar with developing surface water, porewater, and groundwater monitoring systems and collecting environmental data. Mr. Holt has familiarity with developing, calibrating, and using flow and pollutant transport numerical models, including hydrodynamic surface water models, vadose zone soil-water models, and groundwater models. Mr. Holt has utilized GIS applications for geospatial mapping, evaluation, and development of geodatabases and maps. He has also published in peer-reviewed journals, including the American Society of Civil Engineer's Irrigation and Drainage, Advances in Water Resources, and the Journal of Hydrology.

Select Projects

- **Groundwater Vulnerability Assessment, Orange County, Florida**
Project engineer and modeler on an environmental study evaluating the impact of septic pollution on the water quality of vulnerable water resources across Orange County. Mr. Holt conducted pollution vulnerability mapping using geospatial modeling and simulated pollutant transport from septic systems using vadose zone and groundwater transport models.
- **Wekiva River BMAP/TMDL Support, Orange County, Florida**
Project engineer and modeler on an environmental study simulating the fate and transport of a pollutant from application on the land surface, through the vadose zone to the groundwater, and downstream waterbodies (e.g., springs). Simulated uptake, decay, and drainage dynamics of fertilizer applied to lawns and subsequent transport to downstream waterbodies using numerical modeling. The goal of the study was to identify support nutrient reduction strategies for fertilizer loading to work towards meeting the Wekiva River & Rock Springs Run Nutrient TMDLs.
- **Lake Weston BMP Feasibility Analysis, Orlando, Florida**
Project engineer and modeler on a project evaluating Best Management Practices designed to reduce nutrient loads to Lake Weston. Mr. Holt conducted hydrodynamic and water quality modeling of the canal with the RMA2/RMA4 software to evaluate nutrient reduction potential and potential recirculation issues associated with installing a nutrient reduction filter off a canal that feeds Lake Weston.
- **Marina Flushing Study, SFWMD, Florida**
Engineer and numerical modeler on an environmental study for a proposed inland marina in central Florida. Mr. Holt developed a hydrodynamic model of multiple designs of the inland marina by coupling the hydrodynamic modeling code RMA2 with the water quality modeling code RMA4. Simulations were developed to evaluate pollutant flushing dynamics within the marina. The flushing analysis was requested by the South Florida Water Management District (SFWMD) as part of their permitting process for the marina.

**Education**

M.S. Agricultural & Biological Engineering, Hydrologic Sciences Concentration
University of Florida

B.S. Agricultural & Biological Engineering, Minor., Sustainability Studies
University of Florida

Years Experience

11 (4 with current firm)

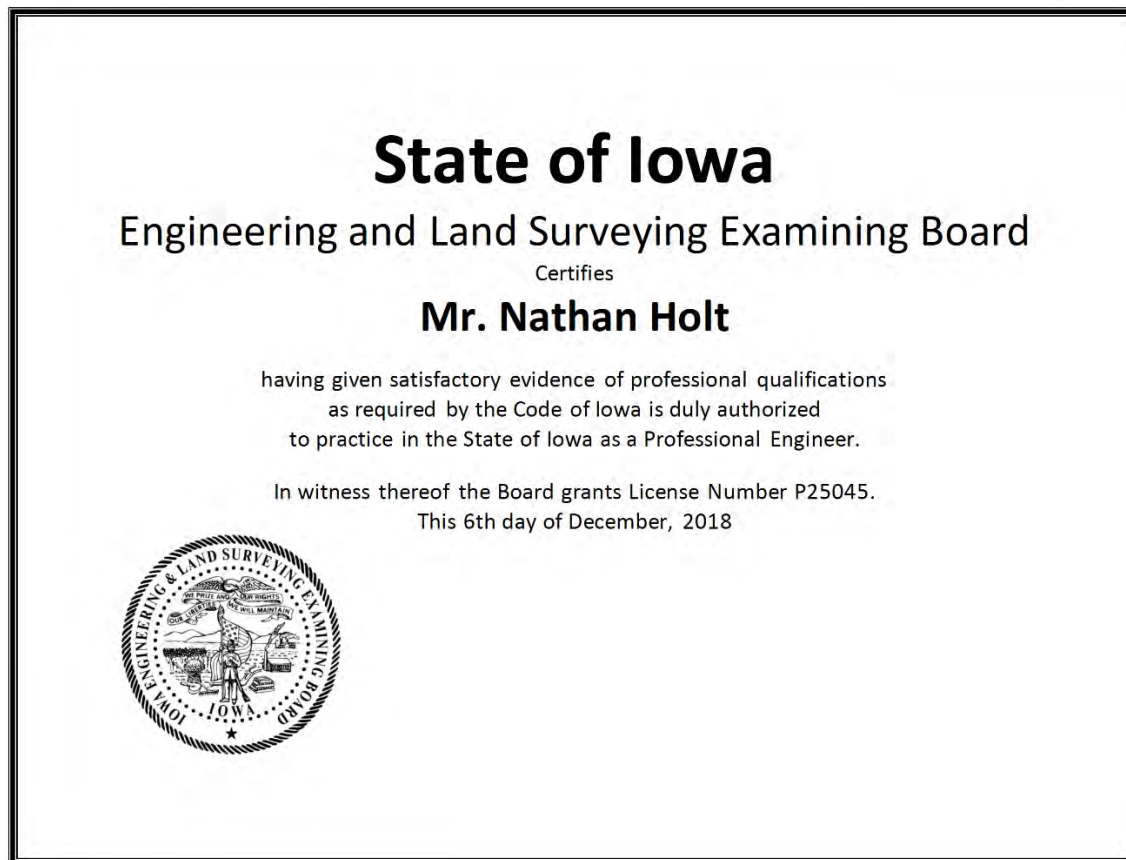
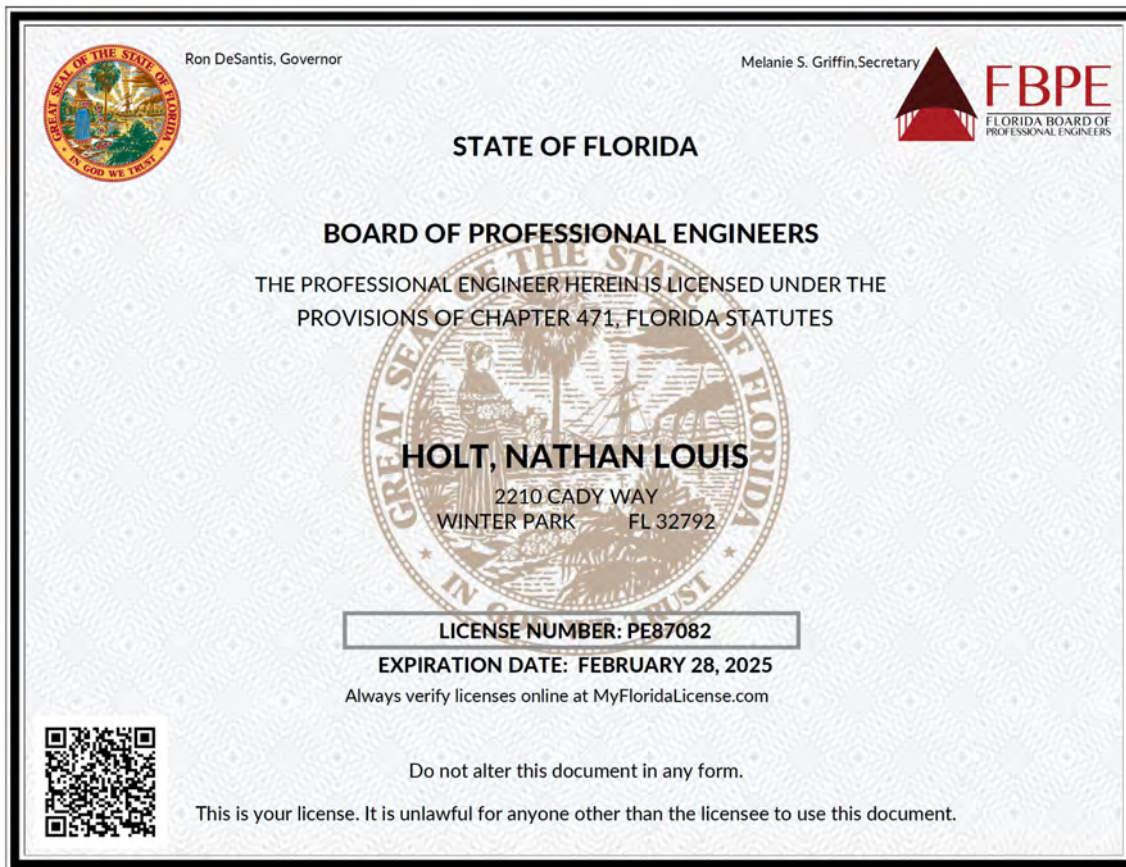
Registration & Certifications

Professional Engineer
Florida, 87082
Iowa, 25045

Professional Affiliations

Member
American Society of Agricultural and Biological Engineers

Member
National Groundwater Association



Max Wallace, PE, CFM**Senior Engineer**

Tel: (772) 678-8292

Email: mwallace@drummondcarpenter.com

Address: 47 E Robinson St Suite 210, Orlando, FL 32801

Max Wallace is a professional engineer (FL) who has served as Project Engineer/Manager on water resource projects for county and city government clients since 2017. His key areas of expertise include watershed management plans (including model updates and conversions), floodplain analysis, hydrologic and hydraulic (H&H) modeling, and geographic information systems (GIS) for geoprocessing of spatial data, mapping, data representation, and geodatabase management. He has modeled approximately 508 square miles in central and south Florida utilizing Interconnected Channel and Pond Routing (ICPR version 4), including 170 square miles of new model creation. In addition to ICPR4, Mr. Wallace has also utilized ICPR3, SWMM (including HC-SWMM), and HEC-RAS. Mr. Wallace is deeply familiar with storing data under the South Florida Water Management District's Geographic Watershed Information System (GWIS) schema. He has developed numerous custom Python tools for GIS to help clients identify critical stormwater infrastructure, site green infrastructure projects, and visualize model results. Mr. Wallace is a certified Qualified Stormwater Management Inspector and has field experience finding, accessing, and measuring stormwater infrastructure to support model development.

Select Projects

- **NPDES MS4 Comprehensive Stormwater Structural Inventory Plan, Orange County, FL** Project manager to develop a corrective action plan to address deficiencies in the County's NPDES MS4 permit reporting as identified by the FDEP. Plan reviewed existing inventory and inspection and maintenance tracking and provided recommendations for improvement, budget estimates, resource analysis, and schedules and milestones for implementation.
- **Lake Harney Basin Watershed Flood Resiliency Plan, Seminole County, FL** Project engineer for this 27 sq. mi. rural WMP to evaluate drainage deficiencies and potential improvement alternatives around the Seminole County side of Lake Harney using a detailed ICPR4/GWIS modeling approach.
- **Lake Tarpon – Brooker Creek Watershed Management Plan, Pinellas County, FL** Modeling lead and project engineer for this 67 sq. mi. urban/natural WMP to evaluate drainage deficiencies, sea level rise risk, pollutant loading, and alternatives using a detailed ICPR4/GWIS modeling approach.
- **Orlo Vista Flood Mitigation Alternatives and FEMA LOMR, Orange County, FL** Project engineer for this evaluation of drainage improvement alternatives for a community that flooded during Hurricane Irma. This project earned an HMGP grant to fund 75% of the \$10M selected project and a Letter of Map Revision.
- **Bowlees Creek Watershed Management Plan, Manatee County, FL** Project engineer for this 9.4 sq. mi. urban WMP to evaluate drainage deficiencies and alternatives using a detailed ICPR4/GWIS modeling approach.
- **Micco Stormwater Master Plan, Brevard County, FL** Modeling lead for this study to evaluate existing flooding issues and improvement alternatives for a residential area.
- **Greene/Perkins Wetland Reserve Easement, St. Lucie County, FL** Modeling lead for this study to evaluate inundation extent, depth, and duration to help quantify the types of wetland communities expected to be restored by a proposed project.

**Education**

M.S. Agricultural & Biological Engineering, Hydrologic Sciences Concentration
University of Florida

B.S. Agricultural & Biological Engineering, Soil and Water Science Minor
University of Florida

Years Experience

7 (<1 with current firm)

Registration & Certifications

Professional Engineer
Florida, 90836

Certified Floodplain Manager
US-19-10916

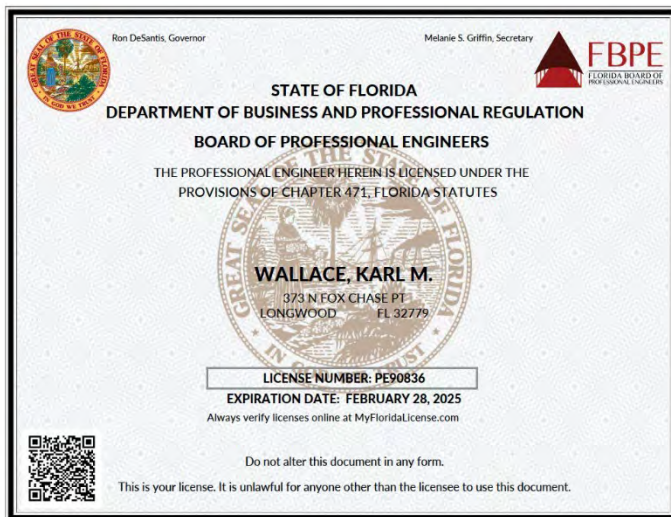
Qual. Stormwater Mgmt. Inspector
42923

Professional Affiliations

Member
Amer. Soc. of Ag. & Bio. Engineers

Member
Assoc. of State Floodplain Managers

Member
Florida Stormwater Association



Emma Sutherland, P.E.**Project Engineer I***Tel: (978) 394-7979**Email: Emma@drummondcarpenter.com**Address: 47 E Robinson St Suite 210, Orlando, FL 32801*

Ms. Sutherland earned her Bachelor of Science in Environmental Engineering from the University of New Hampshire. Her specialties include water resource engineering with an emphasis in surface water modeling and GIS analysis. She has three years of experience with preparing watershed models, floodplain delineations, and level-of-service analyses for Orange and Seminole counties, the Southwest Florida Water Management District, and FEMA. Ms. Sutherland is proficient in modeling software such as ICPR3, ICPR4, PCSWMM, and HEC-RAS for design event simulation modeling and floodway analyses. In addition, Ms. Sutherland is involved in her local ASCE-EWRI chapter and is the current luncheon series chair.

Select Projects

- **Reedy Creek NPDES MS4 Stormwater Infrastructure Data Collection (Orange County, Florida).**
Project Engineer assisting with the Reedy Creek NPDES MS4 Stormwater Infrastructure Data Collection Project for Orange County. This effort included merging existing available stormwater infrastructure databases from the County and outside consultants, identifying spatial gaps in the network, and digitizing structures using aerial imagery and plan information from the South Florida Water Management District permitting portal. Field verification was then performed using the ArcGIS Field Maps application for structures and pipes where no plan information was available. The completed stormwater infrastructure inventory was reviewed to identify and classify outfalls to Waters of the State which will aid the County with meeting their NPDES MS4 permit requirements.
- **Howell Creek Watershed Management Plan (Seminole County, Florida).**
Surface Water Modeler assisting in the Watershed Management Plan update for the 65 square mile Howell Creek basin in Seminole County. Using the GWIS geodatabase format, updates to the ICPR4 model features are being focused on refinement areas within the Unincorporated Seminole County portions of the basin. In addition to the development of a comprehensive surface water model, BMPs will be identified and designed to mitigate flooding and water quality issues throughout the basin. Hybrid public engagement meetings are being coordinated at major project milestones throughout the project to discuss progress and to solicit public feedback in the highly engaged communities throughout the basin.
- **Legacy Trail Canal Erosion Control and Slope Stability Improvements (Sarasota County, Florida).**
Surface Water Modeler responsible for preparing an existing conditions 2D HEC-RAS model to evaluate velocities and shear stresses within the Legacy Trail Canal in Venice, Florida. Five concepts were developed following the existing conditions modeling effort, of which three were selected for further investigation and were modeled using either a modified version of the existing conditions HEC-RAS model or a modified version of the Roberts Bay ICPR4 model, as appropriate. Preliminary costs and quantities were also developed for the County.

**Education**

B.S. Environmental Engineering
University of New Hampshire

Years Experience

5 (1.5 with current firm)

Registration & Certifications

Professional Engineer
Florida, 97088

Professional Affiliations

Member
American Society of Civil Engineers

Member
Environmental and Water Resources
Institute



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

BOARD OF PROFESSIONAL ENGINEERS

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

SUTHERLAND, EMMA NICOLE

2302 E WASHINGTON ST
ORLANDO FL 32803

LICENSE NUMBER: PE97088

EXPIRATION DATE: FEBRUARY 28, 2025

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Joshua “Bud” Davis, PhD, PG**Senior Professional Geologist***Tel: (904) 556-4401**Email: BDavis@drummondcarpenter.com**Address: 47 E Robinson St Suite 210, Orlando, FL 32801*

Joshua Davis is a professional geologist (FL, AZ, PA, TN) whose expertise includes geographical information systems (GIS), environmental assessment & remediation, stormwater management, and hydrologic and hydraulic modeling. Dr. Davis has extensive experience in surface and groundwater modeling. Modeling efforts range from sediment transport modeling in urban stream systems, to the development of largescale coupled groundwater and surface water models to assess groundwater recharge. Dr. Davis is a certified Stormwater Management Inspector and has field experience performing stormwater best management practice assessments.

Select Projects

- **Automated NPDES Water Quality Analysis & Reporting, City of Orlando, FL**
Dr. Davis developed customized Python programming language scripts to automate significant portions of the City's National Pollutant Discharge Elimination System (NPDES) workflow. These scripts have reduced the time required to produce water quality reports by an order of magnitude, have significantly reduced the potential for reporting errors related to manual data entry, and provided robust statistical results that have allowed for prioritization of water quality improvement projects.
- **Multiple Basin Aquifer Recharge Project, Dixie County, FL**
Dr. Davis helped develop 2D, calibrated, coupled groundwater/surface-water ICPRv4 models for multiple aquifer recharge projects in Dixie County, FL. As part of these projects, multiple ICPRv4 models were developed, calibrated, and utilized to locate optimal sites for new aquifer recharge ponds. Additionally, these models were used to evaluate potential drainage system updates to alleviate flooding and improve wet season and dry season resiliency.
- **Mallory Swamp H&H Modeling, Lafayette County, FL**
Dr. Davis characterized the surface and groundwater character of the Mallory Swamp Wildlife Management Area. Dr. Davis developed a 3D Earth Volumetric Studios model of subsurface geology and integrated these data with an existing MODFLOW groundwater model. Dr. Davis developed a coupled ICPR4 groundwater & surface water model using surveying and surface water monitoring data to simulate drainage from the area. This model is being utilized to evaluate SRWMD hydraulic structure adaptive management strategies.
- **Wekiva Groundwater BMAP Gap Analysis, Orange County, FL**
Dr. Davis worked with Orange County to decipher the impacts of fertilizer nitrogen on Wekiva. Dr. Davis helped develop novel R codes to spatially model and visualize nitrate isotope-mixing within the springshed. He developed a 3D EVS model of the subsurface geology, groundwater flowpaths, and groundwater velocity within the project study area.
- **Royal Oaks Creek Erosion & Sedimentation Control, Tallahassee, FL**
Dr. Davis performed an analysis of sediment transport and erosion for a stormwater drainage creek in Tallahassee, FL. The project consisted of sediment transport analysis, ICPR4-based hydraulic characterization, channel stability assessment, bed and bank stabilization conceptual alternatives and cost estimation associated with an approximate 2,500 linear feet eroded segment of Royal Oaks Creek.

**Education**

Ph.D., Geophysics
University of Texas at Austin

B.S. Geology
University of Florida

Years Experience

11 (5 with current firm)

Registration & Certifications

Professional Geologist
Florida, 3118

Arizona, 76868

Pennsylvania, 5645

Tennessee, 6146

Stormwater Erosion & Sediment Control Inspector

FDEP, 44091

Professional Affiliations

Member
American Geophysical Union

Member
Florida Stormwater Association

Member
Geologic Society of America



Olivia Rockett, PG

Professional Geologist

Tel: 850-341-2444

Email: Olivia@drummondcarpenter.com

Address: 47 E Robinson St Suite 210, Orlando, FL 32801

Olivia Rockett is a Professional Geologist, with experience in environmental modeling and hydrogeologic evaluations. Olivia completed her M.S. in Geology, concentrating her research on nutrient cycling, fate, and transport in riverine systems. Olivia has worked on a variety of water resources projects building conceptual site models, and performing environmental modeling encompassing transport in groundwater, surface water, the vadose zone, and air.

Select Projects

- **Wekiva BMAP Site Assessment & Gap Analysis, Orange County, FL**
Evaluation of nitrogen sources to the Wekiva springshed, including seasonality, travel paths, and degradation. Ms. Rockett's role included performing a gap analysis of available isotopic and geochemical data; building an isotopic mixing model to discern contributing sources to nitrogen pollution (fertilizers, sewage and manure, etc.) and their relative proportions; and developing recommendations for additional data collection based on identified "hotspots", geospatial gaps, and vulnerable areas.
- **Wekiva River BMAP/TMDL Support, Orange County, FL**
Evaluation of the fate and transport of nitrogen from fertilization of residential lawns to groundwater and vulnerable waterbodies using unsaturated (HYDRUS-1D) and saturated zone (MODFLOW) modeling. Mrs. Rockett's role included building a site conceptual model using existing well lithologies and water quality data; simulating uptake, decay, and leaching dynamics of nitrogen applied as fertilizer on turfgrass; and documenting results to inform local fertilizer ordinances.
- **Multiple Basin Aquifer Recharge Project, Dixie County, FL**
Identification of potential aquifer recharge opportunities across Dixie County, Florida using a variety of data, including lithology logs, slug tests, water level data, and surface and groundwater models. Mrs. Warren's role included developing a three-dimensional Earth Volumetric Studios model of the subsurface geology and surface water streamlines to serve as a visualization tool to compliment ICPRv4 and MODFLOW models built for the study area.
- **White Sands Test Facility Groundwater Modeling for Future Plume Capture Scenarios, Las Cruces, NM**
Mrs. Rockett modified a groundwater flow model to evaluate capture of NDMA and TCE plumes by a pump-and-treat system under different operation schemes. Models employed include MODFLOW-SURFACT and MODPATH. Model results were used to inform decisions regarding future operation of the pump-and-treat system.
- **Enhanced Bioremediation Feasibility Study at White Sands Test Facility, Las Cruces, NM**
A feasibility study for implementing enhanced bioremediation in groundwater to degrade dissolved plumes of CVOCs, NDMA, and Freon 113 at White Sands Test Facility. Mrs. Rockett was involved in the development of the sampling and analysis plan, data analysis, and reporting for this feasibility study which is anticipated to lead to a pilot test at the site.



Education

M.S. Geology

University of Alabama

B.S. Geology, Minor Wildlife Ecology and Conservation

University of Florida

Years Experience

6 (4 with current firm)

Registration & Certifications

Professional Geologist

Tennessee, PG#6390

HAZWOPER 40 HOUR

FDEP Certified Stormwater

Erosion and Sedimentation Control Inspector (#44117)

Alliance for Water Stewardship Specialist

Professional Affiliations

Member

Society of American Military Engineers

Member

Florida Stormwater Association

Member

American Geophysical Union

Other Training, Experience

RESRAD-ONSITE Training Course,
Argonne National Laboratory, 2019

RESRAD-OFFSITE Training Course,
Argonne National Laboratory, 2019

TN Verify Home

License Details	
License Status	Active-Fully Licensed
License #	6390
License ID	6390
Expiration Date	Apr 23 2026
Original Date	Apr 24 2024
Profession Code	2101
Profession Name	GEOLOGIST
First Name	Olivia
Middle Name	Marie
Last Name	Rockett
City	PENSACOLA
State	FL
Zip Code	32503
Rank	LICENSED PROFESSIONAL GEOLOGIST
License Activity Description	Active-Fully Licensed



Caitlin Lulay, E.I.

Senior Staff Engineer

Tel: 309-267-5984

Email: CLulay@drummondcarpenter.com

Address: 47 E Robinson St Suite 210, Orlando, FL 32801

Caitlin Lulay is a Senior Staff Engineer supporting Drummond Carpenter's water resources group. Caitlin holds a Master of Science degree in Civil and Environmental Engineering from Marquette University where she studied the performance of wet detention ponds, a common stormwater best management practice, in reducing available phosphorus. Caitlin has experience applying hydrologic and hydraulic models, such as TR-55, HEC-RAS, XPSWMM, and StormWise, to support stormwater design efforts. Caitlin has also developed watershed management plans for communities in Wisconsin and Michigan.

Select Projects

- **Clay County Stormwater Master Plan, Clay County, FL**
Engineer assisting with the Clay County Stormwater Master Plan. Efforts included collection and review of data pertaining to the County's stormwater system including but not limited to stormwater infrastructure assets, countywide digital elevation model (DEM), and flood modeling results from the project partner. A desktop analysis in ArcGIS was performed to identify 30 candidate site locations for proposed flood improvement and water quality best management practices. Sites will be evaluated to quantify flood and water quality benefits.
- **Cypress Creek NPDES MS4 Stormwater Infrastructure Data Collection, Orange County, FL**
Engineer assisting with the Cypress Creek NPDES Stormwater Infrastructure Data Collection project for Orange County. This project effort included merging available stormwater infrastructure databases from the County and outside consultants, identifying spatial gaps, and digitizing structures using aerial imagery and plan information from the South Florida Water Management District Permitting Portal. A desktop analysis was performed in ArcGIS to identify primary, secondary, and tertiary outfalls within the watershed then, per the County's classification guidelines, determined major and minor outfalls.
- **Orange County Utilities SWRF Odor Control Project, Orange County, FL**
Engineering performing hydrologic and hydraulic modeling to support the design of three dry detention ponds. Modeling was performed in StormWise. Drummond Carpenter performed paving, grading, and drainage design services for numerous improvement areas across the reclamation facility.
- **Ottawa-Stony North Watershed Management Plan, Washtenaw County, MI**
Under previous employment, engineer developing a watershed management plan for the Ottawa-Stony North watershed to achieve phosphorus load reductions to Lake Erie. Analyzed spatial data in ArcGIS and developed maps to support decision making. Identified priority areas for best management practice implementation. Developed a plan for Washtenaw County detailing regions with high nutrient runoff risk and best management practices to address and reduce nutrient loading in the region.



Education

M.S. Civil & Environmental Engineering
Marquette University

B.S. Civil Engineering
Saint Louis University

Years Experience

2 (<1 with current firm)

Registration & Certifications

Engineer Intern
2020031406



STATE OF MISSOURI



CERTIFICATE OF ENROLLMENT

**Missouri Board for Architects, Professional Engineers,
Professional Land Surveyors and Professional Landscape Architects**

NAME OF STATE BOARD

This is to certify that the person named below is enrolled as an engineer intern:

Caitlin Lulay

NAME OF ENGINEER INTERN

This is an enrollment certificate, which does **NOT** entitle you to practice engineering.
In order to practice engineering in the State of Missouri,
you must be licensed as a Professional Engineer in this state.

Enrolled at the City of Jefferson City, Missouri this 18th day of September, 2020
under number EI-2020031406.





AUTHORIZED SIGNATURE

Executive Director

TITLE

Callie Hathorn**Staff Scientist**

Tel: (850) 356-0633

Email: CHathorn@drummondcarpenter.com

Address: 47 E Robinson St Suite 210, Orlando, FL 32801

Callie has a Bachelor's Degree in Environmental Science concentrated in Environmental Compliance, Policy, and Management from the University of West Florida. While working for the state government for the last three years, she managed coastal resilience projects where she developed restoration plans overseeing habitat and vegetation management within marine and estuarine habitats. Callie's breadth of environmental expertise includes geospatial data collection, water quality trend analysis, habitat assessment, and permitting support. Her previous work in the regulatory sector has provided her with a unique knowledge base to assist municipalities in evaluating and accomplishing their environmental and stormwater management goals.

Select Projects

- **Wetland Ordinance and Regulatory Review, Orange County, FL**
Project team member in the review of Orange County's wetland regulatory framework and comparison to six other counties as well as state and federal regulations. The final phase of this project includes stakeholder engagement and an update to Orange County's wetland ordinance to better streamline the permitting process while maintaining adequate regulations that are protective of the County's natural resources.
- **Big Econlockhatchee Bacterial Assessment, Orange County, FL**
Project team member for the comprehensive investigation of *E. Coli* contamination in the Econlockhatchee River. Extensive geospatial data collection, water quality trend analysis, and review of state guidance documents led to the selection of 8 monitoring sites for monthly surface water monitoring and microbial source tracking using DNA biomarkers. Project efforts also includes an Analysis and Implementation Plan, which will inform strategies for load reduction, success criteria for future management actions, and development of structural and non-structural BMPs.
- **Big Econlockhatchee River Monitoring Support, Orange County, FL**
Supported Orange County in monthly and quarterly water quality sampling and flow measurements at 7 locations along the Econlockhatchee River. Water quality samples are collected for standard wet chemistry parameters, nutrients, bacteriologic parameters, and specialty water quality tracers. Flow measurements are conducted using an acoustic doppler meter.
- **NPDES Annual Water Quality Support, Orange County, FL**
Project team member for water quality data compilation, analysis, and reporting for 94 lakes monitored by the City of Orlando. This effort supported the City in their ongoing NPDES MS4 permit reporting requirements. Project effort also includes associated permit reporting requirements and Numeric Nutrient Criteria evaluation of monitoring activities from the previous permit year.
- **Orange County Stormwater Infrastructure Data Collection, Orange County, FL**
Assisted with multiple field reconnaissance efforts to determine stormwater infrastructure connectivity within gap areas, document material and geometric shape of structures, and measurement of pipe size. Field verification was performed using the ArcGIS Field Maps application for structures and pipes where no plan information was available. The completed comprehensive stormwater infrastructure inventory will comply the County with reporting requirements as part of their NPDES MS4 permit.

**Education**

B.S. Environmental Science & Environmental Management
University of West Florida

Years Experience

3 (1 with current firm)

Registration & Certifications

FAA Certified sUAS Remote Pilot
4953765

Master's Certification in GIS,
University of West Florida
Current – December 2024

Professional Affiliations

Member
Society of Wetland Scientists
South Atlantic Chapter

Volunteer
Pensacola and Perdido Bay
Estuary Program

Other Training, Experience

Environmental Specialist I
FDEP Office of Resilience and Coastal Protection

Herpetology Survey,
Research Assistant
National Park Service, University of West Florida

Michael Jankowski, P.E.

Senior Engineer

Tel: (941) 321-0924

Email: MJankowski@drummondcarpenter.com

Address: 47 E Robinson St Suite 210, Orlando, FL 32801

With 22 years of experience in private consulting and the public sector, Mike Jankowski is a Senior Engineer specializing in water, wastewater, and stormwater. Mr. Jankowski has spent much of his career addressing water resource issues by performing short- and long-term water and wastewater modeling, master planning, and design. Software experience includes ICPR, SWMM 4, SWMM5, XP-SWMM, PCSWMM, InfoWorks, InfoSWMM, and other surface modeling software packages in addition to ArcGIS desktop, extensions, and tools. Mr. Jankowski is an active leader in water and wastewater engineering at the local, state, and national levels through his involvement in professional committees and organizations. He was a recent reviewer for WEF's 7th edition of MOP 7 Wastewater Collection Systems Management (2021) and 3rd edition of MOP FD-4 Design of Wastewater and Stormwater Pumping Stations (2022). He was co-author of WEF's Wastewater Lift Stations Technical Report (2022). He is also a member of the WEF Collection Systems Committee and is a graduate of WEF's Water Leadership Institute program.

Select Projects

- **Hurricane Hermine Collection System Engineering Evaluations, Largo, Florida**
(Partially completed at previous employer) Senior project engineer responsible for updating and calibrating models for seven (7) sewer basins and performed dry and wet weather hydraulic analyses for CIP recommendations as part of a comprehensive plan to prevent sanitary sewer overflows. Completed PCSWMM models covered over 70 miles of gravity sewer, 1,500 manholes, and 25 lift stations. Continued with modeling support through design and construction.
- **Blue Lake Pump Station, Chipley, Florida**
(Previous employer) Senior project engineer responsible for performing QA/QC for a 9.8 MGD pump station. The pump station was designed and constructed as part of an FDOT flood control project to prevent flooding along a hurricane evacuation route, Highway 77, just south of I-10.
- **Lake Lawne Weir Retrofit, Orange County, Florida**
Performed construction cost estimating ahead of the bidding process for this stormwater retrofit of the regional stormwater harvesting pond serving an Orange County Park to address flood control and water quality issues by impounding the pond and releasing the stormwater via a weir and manually operated sluice gate.
- **Cape Canaveral Lift Station #5 Renewal, Cape Canaveral, Florida**
Senior engineer responsible for the hydraulic analysis and mechanical design for the 307 gpm lift station rehabilitation and conversion from above-ground to submersible pumps. Challenges included site constraints, bypass pumping requirements, and a wet well size compatibility issue with appropriately sized submersible pumps. The low construction bid was \$473,000.



Education

M.E. Environmental Engineering Sciences
University of Florida

M.S. Civil Engineering
Texas A&M University

B.S. Applied Mathematics
Columbia University

Years Experience

22 (3 with current firm)

Registration & Certifications

Professional Engineer
Florida, 68542

Kentucky, 23144

FDEP Certified Stormwater Erosion and Sediment Control Inspector
Florida, 20347

Professional Affiliations

American Water Works Association
(AWWA) Engineering Modeling Applications Committee

Water Environment Federation (WEF)
Collection Systems Committee

Florida Water Environment Association
(FWEA) Water Resources, Reuse, and Resiliency Committee



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA

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JANKOWSKI, MICHAEL D.

2103 70TH STREET COURT EAST
BRADENTON FL 34208

LICENSE NUMBER: PE68542

EXPIRATION DATE: FEBRUARY 28, 2025

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Jason Arnold P.E. Senior CAD Designer

Tel: (248) 259-2023

Email: JArnold@drummondcarpenter.com

Address: 501 Avis Drive, Suite 1, Ann Arbor, MI 48108

Mr. Arnold is professional engineer and has specialized in land development design with an emphasis in Storm Water Management (SWM) and underground utility design. Mr. Arnold has experience planning, designing and constructing projects for a variety of clients that have included public school districts, universities, local units of government, as well as federal projects. With his experience designing SWM and other underground utilities in so many different municipalities, he has been able to implement techniques in a variety of ways meeting those specific local criteria to secure permits and to create construction bid documents. Mr. Arnold is an expert using Autodesk Civil 3D for his design and construction documents. He has also recently incorporated site scanning using drone technology into his practice for site assessment during the design phase, as well as for other stake holders during the planning phase.

Select Projects

■ Fenkell Stormwater Projects, DWSD, MI

Mr. Arnold was the lead civil engineer for the design of over 20 bioretention basins to treat and store the run-off from 56 acres of urban land. The project also included the closure of an existing residential street which required the reroute of existing water main to maintain proper looping and hydrant coverage. The project also required neighborhood meetings for collaboration with residents which lead to reshaping of basins, adding berms and other landscape features. SWM design was required to meet not only local agency requirements, but to also meet specific performance requirements of each of the funding agencies providing the grants.

■ DDOT Coolidge Operations and Maintenance Facility, Detroit, MI

Mr. Arnold was the civil engineer responsible for all stormwater management, underground utility design, grading, and drainage for the total redevelopment of an existing 22-acre public bus maintenance facility. The storm water management design divided the site into nine separate drainage districts, using 14 bioretention basins, two above ground flood control basins, and an underground detention basin.

■ Village of Northport Stormwater Reduction Project EPA GLRI Grant, Northport, MI

Mr. Arnold was the lead civil design engineer for the permitting and construction bid documents for a stormwater diversion project involving approximately 7.15 acres of run-off being funneled down a small-town main street, discharging directly into Grand Traverse Bay. Scope included the design of multiple underground storage facilities to collect the 1" design rainfall event and allow it to infiltrate into the existing sandy subgrade. The designs included the use of permeable pavers, tree boxes, infiltration basins, and other green stormwater infrastructure.

■ Early Childhood Center for Novi Community School District, Novi, MI

Mr. Arnold was lead civil engineer for the site design and construction bid documents required for a new early childhood center involving 6 acres of site work. The stormwater management design for the project was complicated by the involvement of the mitigation of existing wetlands being integrated into it. Additionally, the site was already participating with a regional flood control facility but was still required to provide treatment for the bankfull volume. Therefore, the wetland mitigation design was designed and completed in a manner to provide the bankfull storage volume as well.



Education

B.S. Civil Engineering
Lawrence Technological University

Years Experience

23 (8 with current firm)

Registration & Certifications

Professional Engineer
Michigan, 6201055663

Professional Affiliations

American Society of Civil Engineers



Craig Przytulski, P.E.

Senior CAD Designer

Tel: 616.260.9555

Email: Craig@drummondcarpenter.com

Address: 501 Avis Drive, Ann Arbor, MI 48108

Craig Przytulski has a BS in Civil Engineering from Lawrence Technological University and is a registered professional engineer (PE) in the State of Michigan. He has specialized in land development design with an emphasis on stormwater management and civil site design. Mr. Przytulski has 13 years of experience planning, designing, and constructing projects for a variety of clients that have included public school districts, universities, as well as commercial and residential development. During his time at Drummond Carpenter, he has served as a project engineer focusing on preparing civil site plans and construction documents to gain permit approval. Mr. Przytulski is an expert using Autodesk Civil 3D for his design and construction documents and is also certified by the FAA to pilot small Unmanned Aerial Vehicles for site assessment and project planning.

Select Projects

- **Fenkell Stormwater Projects, Detroit, MI**
Civil engineer tasked with developing schematic design/conceptual sketches to communicate the spatial and material qualities of 20 proposed rain gardens in the Brightmoor and Minock Park neighborhoods of Detroit. Upon approval of schematic designs, construction documents were prepared in compliance with applicable standards for the review and approval of applicable agencies. The projects are slated for construction in 2024 and collectively will treat 9 MG of stormwater annually from 56 acres of urban land.
- **GC Readiness Center Parking Lot Replacement & Expansion, Grove City, PA**
Civil Engineer for a project to replace and expand the parking lot of the GC PA National Guard Readiness Center. Project tasks included the design of erosion & sedimentation control plans and post construction storm water management systems designed to the requirements of the Commonwealth, Borough of Grove City, and Mercer County Conservation District.
- **Meijer Store #33, Site Improvements, Grand Traverse County, MI**
Civil Engineer for a project which involved the design and installation of several underground infiltration chamber systems, bioretention cells, as well regrading of the existing parking lot to improve ease of use. Project tasks included civil site design and construction document preparation. The project entailed continuous coordination between the civil engineer, owner, architect, municipal review agencies, funding agency and various contractors throughout the duration of the project.
- **Evidence Warehouse Renovation, Orange County, FL**
Civil Engineer for a project to assist Orange County in meeting their green infrastructure and sustainability goals. Mr. Przytulski developed civil site plans for green stormwater infrastructure (GSI) retrofits for the Orange County Sheriff's Office evidence warehouse renovation. Project tasks included developing a conceptual site plan with a bio-swale and several bioretention cells to promote stormwater infiltration.



Education

B.S. Civil Engineering
Lawrence Technological University

Years Experience

13 (2 with current firm)

Registration & Certifications

Professional Engineer
Michigan, 6201065034

FAA Certified sUAS Remote Pilot
4211045



FAA
Aviation Safety

Certificate of Achievement

This is to certify that

Craig Michael Przytulski

has successfully completed the
FAA Safety Team Aviation Learning Center Online
Course

Part 107 Small Uas Recurrent

Course Number ALC-677
Presented by FAAS Team
January 24, 2024

Certificate Number 1507625-20240124-00677


Patricia Mathes, Manager, National FAA Safety Team

GRETCHEN WHITNER
GOVERNOR

Q123002

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
PROFESSIONAL ENGINEER LICENSE



CRAIG MICHAEL PRZYTULSKI

LICENSE NO.
6201065034

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05/26/2024

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Matthew J. Scriptor, PH.D.

Senior Scientist

Tel: 772.334.3729

Email: matts@ecological-associates.com

Address: P.O. Box 405 Jensen Beach, Florida 34958

Biologist with years of experience using diverse field collection techniques in marine and freshwater environments worldwide. Extensive experience in sampling from both large and small vessels using SCUBA/snorkeling and varied collection equipment. Expertise includes ichthyoplankton, meroplankton, phytoplankton, marine benthic invertebrate, freshwater macroinvertebrate, and plant taxonomic identification, biological community mapping, food chain analysis using both traditional techniques and newer chemistry-based approaches, and statistical/data mining techniques on large-scale databases. Conducts personnel management, recruitment, and mentoring, project costing, planning, and implementation, experimental sampling design, collection equipment design, sampling protocol development, and statistical analysis.

Select Projects

- **St. Johns River Water Management District, Alternative Water Source Ichthyoplankton Impact Study, Middle St. Johns River, FL**
Lead biologist responsible for assessing fishery impacts of consumptive water withdrawals in the middle St. Johns River. Conducted ichthyoplankton surveys and identified over 700,000 individual larval fish collected in over 3,000 samples. Used various statistical programs to analyze the abundance and distribution of ichthyoplankton and the impact of environmental variables as drivers of larval abundance. Used historic and contemporary American Shad spawning data to predict spawning habitat utilization based on river flow conditions. Discovery of a major American Shad spawning location guided water withdrawal permitting decisions by the SJRWMD. Summarized the species abundance and distribution data in report form for the SJRWMD.
- **Numeric Nutrient Criteria permitting, City of Orlando, FL**
Conducted Stream Condition Index (SCI), Rapid Periphyton Survey (RPS), and Linear Vegetation Survey (LVS) surveys at waterways receiving effluent from City of Orlando water treatment facilities. Macroinvertebrates were identified for SCI samples and the SCI calculations were performed. The RPS and LVS were used to calculate the required indices, then the index data and water quality data provided by the City was interpreted in reference to Florida's Numeric Nutrient Standards to produce a report demonstrating that the wastewater treatment facilities followed the Florida Department of Environmental Protection permitting requirements.
- **Fisheries Independent Monitoring, Indian River Lagoon, FL**
Conducted seining and trawling for fish and commercially-important invertebrate species in the Indian River Lagoon and associated waterways in Brevard and Indian River County, as part of a state-wide on-going fishery monitoring program. Responsibilities included fish and invertebrate identification in the field and at the microscope, boat operation and maintenance, and YSI water quality and sampling meter repair and maintenance. Seining was performed using a 600-foot seine deployed along the shoreline using center-motor mullet skiffs and smaller 70-foot seines deployed on shorelines, offshore, and within rivers. Performed data QA/QC on the fishery data to assist the lead project supervisor in compiling annual fishery resource reports.



Education

Ph.D. Marine Biology
Florida Institute of Technology

M.S. Marine Biology
Florida Institute of Technology

B.S. Marine Biology
Florida Institute of Technology

Years Experience

23 (9 with current firm)

Registration & Certifications

Bioassessment Methods of FDEP
Habitat Assessment and Stream
Condition Index

NAUI Advanced SCUBA Diver

HSI CPR/AED/First Aid

Professional Affiliations

Member
American Fisheries Society Early Life
History Section

Member
Florida Association of Aquatic Biologists

Member
Florida Academy of Sciences

Other Training, Experience

Research Associate
Florida Institute of Technology

Lecturer
Eastern Florida State College

Fisheries Biologist
Florida Fish and Wildlife Conservation
Commission

Carrie A. Scarola, B.A.
Senior Project Manager

Tel: 772.334.3729

Email: carrie@ecological-associates.com

Address: P.O. Box 405 Jensen Beach, Florida 34958

Experience in water quality and turbidity monitoring, SAV assessments, polychaete taxonomy, benthic community ecology, sediment analyses, wetland delineations, and protected species surveys and monitoring in the southeastern United States. Proficient in the development, implementation, and management of grant-funded Quality Assurance Project Plan (QAPP) development and associated water quality sampling, permit-compliance turbidity monitoring programs as well as sediment, benthic macroinvertebrate, and plankton analysis. Creates and maintains databases to store and assimilate data for a variety of projects. Manages projects from inception to completion, tracks budget, oversees scheduling and equipment purchases, and provides QA/QC for reporting. Supports department level financial tracking and strategic planning. Participates in meetings with prospective clients and has led the compilation of Request for Proposal responses.

Select Projects

- **South Florida Water Management District, St. Lucie Estuary Tributaries Water Quality Monitoring, St. Lucie and Okeechobee Counties, FL**
 Senior project manager responsible for oversight, budget tracking, and QA/QC of biweekly sampling efforts of thirty-one stations for the collection of water quality data. The purpose of this sampling was to monitor the nutrient loads discharging from the surrounding tributaries to the St. Lucie Estuary. Mobilized quickly to meet SFWMD's sampling schedule and coordinated with the SFWMD to implement a sampling route that provided increased efficiency for daily sampling efforts. Data was recorded in accordance with the SFWMD Field Sampling Manual and St. Lucie Estuary Tributaries Monitoring Plan.
- **Martin County, Coral Gardens Outflow Nutrient Monitoring, Martin County, FL**
 Senior project manager responsible for coordination, project design and implementation, and final report review for twelve water quality sampling events at the Coral Gardens Outflow Canal to support the County's efforts to determine the effect of American eelgrass (*Vallisneria americana*) on nutrient reduction. All sampling was performed in accordance with applicable FDEP SOPs.
- **Sustainable Coastal Solutions/Martin County, Numerical Modeling Water Quality Sampling, Martin and St. Lucie Counties, FL**
 Project manager responsible for oversight of weekly water quality monitoring within the St. Lucie River watershed, St. Lucie Estuary, Indian River Lagoon, and Atlantic Ocean. *In-situ* water quality measurements and general field measurements were recorded and water samples were collected across twelve stations, monitored seasonally. Coordinated with client regarding project administration needs.
- **Martin County, East Fork Creek Stormwater Quality Improvement Project, Martin County, FL**
 Project Manager responsible for overseeing development and implementation of the Quality Assurance Project Plan (QAPP) to assess the effectiveness of the constructed stormwater treatment area built to improve load reductions in stormwater runoff, particularly total nitrogen, total phosphorus, and total suspended solids, into the St. Lucie Estuary. The QAPP was approved by FDEP in March 2023. Monitoring commenced in October 2023 following construction completion and will continue through October 2024.



Education

B.A. Environmental Studies
 Florida Atlantic University

Years Experience

17 (17 with current firm)

Registration & Certifications

FWC Authorized Gopher Tortoise
 Agent (GTA-14-00063D)

FWC Approved Manatee Observer

**Florida Stormwater Erosion and
 Sedimentation Control Inspector**
 (46071)

Licensed Commercial Pesticide
 Applicator (CM27076)

**Professional Association of Diving
 Instructors (PADI) Certified**
 Advanced Open Water Diver

HSI CPR/First Aid/AED

Professional Affiliations

**Florida Association of Aquatic
 Biologists**
 Member

Christina Macon, B.S.

Program Administrator

Tel: 772.334.3729

Email: christina@ecological-associates.com

Address: P.O. Box 405 Jensen Beach, Florida 34958

Christina Macon has extensive experience with federal, state, and local Environmental Resource Permitting, including the USACE/FDEP 404 Program. Responsible for managing a wide range of projects for wetland and/or wildlife impacts state-wide in support of public and private sector projects ranging in size from thousands of acres to single family lots. Professional training and experience in water quality monitoring, including surface water grab sampling and flow weighted composite sampling in wetlands, waterways, and constructed Stormwater Treatment Areas (STAs). Experienced in storm response support services for local municipalities and utility providers.

Select Projects

- **Martin County, Water Quality Environmental Services, Martin County, FL** Drafted and implemented water quality monitoring plans in accordance with FDEP grant criteria. Included installation of portable autosamplers and flow meters for sample collection in county STAs and drainage areas that discharge protected waterbodies. Provided summary analysis based on sampling results and incorporated new technologies for more efficient monitoring of remote and difficult to access areas of interest.
- **Martin County, Jensen Beach Mosquito Impoundment, Martin County, FL** Provided field and permitting support for the county's efforts to restore appropriate hydrologic conditions within a 170-acre mosquito impoundment that experienced a large-scale mangrove mortality event following impacts from Hurricane Irma in 2017. Provided water quality and sediment sampling, aerial drone surveys, an updated Land Management Plan, and Environmental Resource Permitting support for proposed maintenance dredging of internal drainage ditches.
- **South Florida Water Management District, Water Quality Division** Provided water quality monitoring and sample collection across the Kissimmee-Okeechobee-Everglades watershed. Received professional training in surface water, marsh, and sediment sampling pursuant to SFWMD and FDEP regulatory protocols. Received specialized training in the collection of cyanobacteria, mercury, pesticides, and exploratory analytes for issues of "emerging concern." Received emergency response training for flood events and FEMA-mandated NICS Certification.
- **FDEP Submerged Lands and Environmental Resource Program, Port St. Lucie** Conducted dredge and fill permitting and compliance for Martin, St. Lucie, Okeechobee, and Indian River Counties with specialized experience in conservation lands, Sovereign Submerged Lands, and Aquatic Preserves. Coordinated with federal, state, and county partners to assess resource impacts and develop appropriate strategies for resolution. Received storm response training and experience in shoreline damage assessments, emergency authorizations, stormwater management systems, and mosquito impoundments. Received resource impact assessment and plan review experience in wetland impacts, wetland delineations, mangrove trimming and alteration, marine construction (private, public, and commercial), shoreline development, new/maintenance dredging, dredge spoil disposal, and upland disposal site management. Reviewed the mitigation project, including recommendations for success criteria and appropriate monitoring protocols.



Education

B.S. Marine Biology
Florida Atlantic University

Years Experience

18 (9 with current firm)

Registration & Certifications

FWC Gopher Tortoise Agent

Florida Stormwater Erosion and
Sedimentation Control Inspector

HSI CPR/First Aid/AED

Emily Hartdegen, B.S., P.S.M.

Biologist

Tel: 772.334.3729

Email: E.Hartdegen@ecological-associates.com

Address: P.O. Box 405 Jensen Beach, Florida 34958

Emily Hartdegen has professional training and experience in macroinvertebrate sorting, waterfowl banding, and aerial drone photography. She has specialized experience in water quality sampling design and monitoring, biological assessments, aquatic biological sampling, environmental assessments, rapid bioassessments, environmental permitting and compliance, isotopic sampling and processing, and formal and informal science communication.

Select Projects

- **Indian River Mosquito Control District, Mosquito Impoundment Water Quality Monitoring, Indian River County, FL**
Project Lead responsible for organizing monthly water quality monitoring within Indian River County's Mosquito Impoundments. Twenty-five stations are monitored year-round, with an additional 12 stations monitored during the wet season for a total of 37 stations. Monthly sampling efforts include the collection of in-situ data for temperature, dissolved oxygen, specific conductance, salinity, turbidity, and oxygen reduction potential in accordance with all applicable FDEP SOPs. Verifies and manages data and provides monthly reports to the County.
- **South Florida Water Management District, St. Lucie Estuary Tributaries Monitoring, Martin and St. Lucie Counties, FL**
Field sampling team member for water quality sampling at 31 stations in Martin and St. Lucie Counties. The purpose of this sampling is to monitor nutrient loads discharging from the surrounding tributaries to the St. Lucie Estuary. Grab samples are collected for the analysis of Ammonia, Nitrate-Nitrite, Orthophosphate, Total Nitrogen, and Total Phosphorus. Water quality meters are calibrated and used to collect in-situ readings for dissolved oxygen, pH, specific conductance, and temperature. Data is recorded in accordance with the SFWMD Field Sampling Manual and St. Lucie Estuary Tributaries Monitoring Plan requirements and entered in to the SFWMD's field collection software. Responsible for mobilization and demobilization efforts, grab sampling, recording in-situ measurements, and data entry and verification.
- **Environmental Consulting & Technology, Aquifer Storage and Recovery Baseline Ecological Studies, Okeechobee County, FL**
Provides field support for the calibration, maintenance, and redeployment of deployed YSI EXO sondes. Assists with biological sampling including the deployment and collection of periphytometers and mussel collection.
- **East Fork Creek STA Water Quality Monitoring, Martin County, FL**
Field support staff for water quality monitoring at a stormwater treatment area. Calibrates and verifies water quality meters, records in-situ water quality measurements and field condition and collects grab samples. Leads mobilization and demobilization efforts and responsible for data entry for events sampled.
- **Ripple Water Quality Monitoring, Martin County, FL**
Field support staff for water quality sampling. Calibrated and verified Hach Quanta water quality meters, recorded in-situ water quality measurements and field condition, and collected grab samples. Lead mobilization and demobilization efforts and was responsible for data entry.



Education

P.S.M. Environmental Science
Oregon State University

B.S. Natural Resource and Ecology
Management
Louisiana State University

Years Experience

8 (3 with current firm)

Registration & Certifications

FDEP Qualified NPDES Stormwater
Management Inspector

HSI CPR/First Aid/AED

Professional Affiliations

Current Vice President, Florida
Native Plant Society
Florida Native Plant Society, Martin
County Chapter

John F. Bratton, Ph.D., P.G.

Senior Science Officer

Tel: (734) 332-1200

Email: JBratton@limno.com

Address: 501 Avis Drive Ann Arbor, MI 48108



John F. Bratton, Ph.D., P.G., is the Senior Science Officer at LimnoTech, with broad expertise in earth and environmental sciences, including successful leadership of projects involving large ecosystem monitoring and restoration with a nutrient reduction focus (Tampa Bay, Chesapeake Bay, San Francisco Bay, Lake Erie), remedial investigations for contaminated sites, and litigation support. He has worked as a consultant, researcher, and science manager for over 35 years, on the Atlantic, Great Lakes, and Pacific coasts, and has contributed to over 150 scientific publications and research products. His publications cover numerical modeling, coastal and marine hydrogeology, sediment biogeochemistry of estuaries, environmental history, sea-level change, and environmental policy. Dr. Bratton previously served as Deputy Director and Acting Director of the National Oceanic and Atmospheric Administration's Great Lakes Environmental Research Laboratory and as a research group leader with the Coastal and Marine Geology Program of the U.S. Geological Survey in Woods Hole, Massachusetts. He received a doctorate from the University of California at Berkeley and has taught undergraduate and graduate-level courses at six institutions.

Select Projects

- **Assessment of Current and Projected Status of Florida's Water Supplies.**
Compiled information for a confidential Florida-based retail client on the state of water sources and use, water management, availability, quality, and aquatic ecosystems in the state for use in strategic planning. Information reviewed included population projections and water demands through 2040, as well as consideration of desalination, water reuse, spring quality, and climate change.
Technical Support for Lake Management, Orange County, FL. Served as the technical lead for a county-level subcontract to Drummond Carpenter, which has included four lakes involving alum treatment studies and remedial investigations for sediment contaminated by lead from shooting ranges.
- **National Ecosystem Restoration and Invasive Aquatic Plants Program Support, U.S. Army Corps of Engineers, Engineer Research and Development Center.**
Served as the project officer for this project, which includes consideration of coastal habitat restoration (wetlands, seagrass, oyster reefs) and management of invasive water plants in federal navigation projects and other waterways.
- **Bay Area Clean Water Agencies**
Led a review of the *Scientific Basis to Assess the Effects of Nutrients on San Francisco Bay Beneficial Uses* report and contributed to a related report to the National Science Foundation titled, "Integrated Modeling for Adaptive Management of Estuarine Systems."
- **Great Lakes Observing System (GLOS) Support**
Oversaw the GLOS data management and communications support contract and led the Lake Erie Harmful Algal Bloom Early Warning System project; managed observing asset deployment, web-based data streams, data services, and ongoing system optimization and enhancement to meet user and data provider needs.



Education

Ph.D. Geology
University of California, Berkeley

B.S. Geology-Chemistry
Brown University

Years Experience

35 (9 with current firm)

Registration & Certifications

Professional Geologist
Florida, 3015



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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BRATTON, JOHN FREDERICK

501 AVIS DRIVE
ANN ARBOR MI 48108

LICENSE NUMBER: PG3015

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Hans Holmberg, P.E.

Vice President/Regional Manager

Tel: (651) 330-6038

Email: HHolmberg@limno.com

Address: 7300 Hudson Blvd, Ste 295, Oakdale, MN 55128



Hans Holmberg has been serving clients facing complex technical and regulatory challenges related to environmental issues for 29 years, 26 of those with LimnoTech. He works closely with his clients to develop innovative, efficient, and cost-effective solutions for a range of water resources challenges. Hans's experience includes projects covering a wide range of environmental issues across the United States. Hans has served clients addressing watershed management, urban stormwater management, lake management, water quality assessments, contaminated sediment assessments, combined sewer planning, wastewater treatment plant permitting, and stream restoration.

Select Projects

- **Oversight of Alum Treatment of Lake Sediment for Northern Palm Beach County Improvement District, FL**

Hans is overseeing the implementation of alum treatments for multiple lakes in the Ibis Lakes development in Northern Palm Beach County. Hans supported preparation of the technical specifications and bid documents, facilitated the bid and contractor selection, and provided oversight of the contractor for the successful first round of alum treatments.
- **Water Quality and Regulatory Support for Stormwater Management and Combined Sewer Control Planning for Multiple Municipalities across the U.S.**

Hans has led and supported water quality and regulatory assessments to support stormwater management and combined sewer overflow long-term control plans (CSO LTCPs) for multiple municipalities across the U.S. These cities include Kansas City, MO; Kansas City, KS; Detroit, MI; Richmond, VA; Pittsburgh, PA; Covington, KY; Toledo, OH; St. Louis, MO; Cincinnati, OH; Portland, OR; among others. Hans' services have included: understanding existing water quality conditions and regulatory requirements; strategic approaches for developing management plans and updating existing plans; applying Integrated Planning concepts to meet a community's needs; developing and overseeing monitoring and modeling programs; assessment of alternative control strategies; community outreach and education; and negotiation with regulatory agencies.
- **Silver Lake Water Quality and Lake Management Planning for the Iowa DNR, IA**

LimnoTech supported the Iowa DNR in a feasibility study for Silver Lake, a hyper-eutrophic lake in Delhi, IA. Management of internal nutrient loading was a primary focus. Hans led analyses to understand nutrient dynamics and the benefits of dredging and alum treatment. A comprehensive approach for managing lake quality was developed.
- **NPDES Permit Limit Development and Negotiation for Municipalities and Industries across the U.S.**

Hans has successfully negotiated protective yet cost-effective permit conditions for multiple clients. The projects have addressed ammonia, BOD, dissolved oxygen, thermal impacts, and whole-effluent toxicity.



Education

M.S. Civil and Environmental Engineering
University of Wisconsin-Madison

B.S. Mechanical Engineering
University of Wisconsin-Madison

Years Experience

31 (28 with current firm)

Registration & Certifications

Professional Engineer
Florida, 94308

Michigan, 42608

Minnesota, 57325

Ohio, 88190

Tennessee, 126105

Wisconsin, 39003



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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HOLMBERG, HANS PETER

504 MC CUTCHEON RD.
HUDSON WI 54016

LICENSE NUMBER: PE94308

EXPIRATION DATE: FEBRUARY 28, 2025

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David W. Dilks, Ph.D.

Senior Principal

Tel: (734) 332-1200

Email: DDilks@limno.com

Address: 501 Avis Drive Ann Arbor, MI 48108



Dr. Dilks is responsible for the assessment of water quality issues, primarily through the development and/or application of mathematical models. A Senior Principal at LimnoTech, Dr. Dilks has directed modeling studies on more than 250 water bodies and watersheds nationwide. He directed two research projects for the Water Environment Research Foundation evaluating the TMDL process. He served on the scientific review panel for the Newport Bay Human Health Risk Assessment TMDL; co-chaired the Narragansett Bay Water Quality Modeling Review committee; and coordinated the Blue Ribbon Water Quality Modeling Review committee for the Truckee River TMDL. He has co-authored three national technical guidance manuals on watershed and water quality modeling and assessment.

Select Projects

- **Evaluation and Design of an Improved TMDL Process Study for the Water Environment Research Foundation.**
 Dr. Dilks served as project manager of a three-year study for the Water Environment Research Foundation designed to evaluate the existing TMDL development process and develop improvements. This research highlighted five major challenges in the TMDL program: 1) inadequate water quality standards; 2) insufficient data; 3) uncertain analyses; 4) inconsistent implementation and outcome; and 5) the need for more documented, consistent methodologies. Specific guidance was provided to help achieve greater environmental benefits.
- **Expert Witness Support in Litigation over Statewide Florida Numeric Nutrient Criteria for Clay County Florida.**
 Dr. Dilks served as expert witness on water quality issues and water quality standards development for the Clay County Utilities Authority as an intervenor on behalf of the Florida Department of Environmental Protection (FDEP) in "Florida Wildlife Federation v. FDEP."
- **Expert Witness Support for North Palm Beach County Improvement District Regarding Management of Phosphorus Discharges to Grassy Waters Preserve.**
 Dr. Dilks provided expert witness support to the North Palm Beach County Improvement District. Activities included development of a management plan to address Ibis Lakes' sediment phosphorus release, and development and implementation of monitoring programs of sediment phosphorus concentration and sediment flux.
- **TMDL Training Workshops for US EPA**
 Dr. Dilks managed and served as lead presenter for several series of nationwide technical training workshops for State and EPA staff.



Education

*Ph.D. Environmental Health Sciences
University of Michigan*

*M.P.H Water Quality
University of Michigan*

*B.S. Natural Resources, Aquatic
Biology/Biostatistics
University of Michigan*

Years Experience

44 (44 with current firm)

Professional Affiliations

Scientific Review Panel
*Newport Bay Human Health Risk
Assessment TMDL*

Co-Chair
*Narragansett Bay Water Quality
Modeling Review committee*

Coordinator
*Blue Ribbon Water Quality Modeling
Review committee*

Carrie L. Turner, P.E.

Senior Water Resources Engineer

Tel: (734) 332-1200

Email: CTurner@limno.com

Address: 501 Avis Drive Ann Arbor, MI 48108



Carrie Turner is a Principal and Senior Water Resources Engineer specializing in water quality modeling, sampling and analytical methodology for surface water constituents, and environmental chemistry. Most of Carrie's 25 years of experience with LimnoTech have been assisting municipal and nongovernmental organizations in solving their most vexing water quality issues by leveraging existing data, developing and implementing targeted sampling strategies, and applying hydrologic and water quality models to identify cost-effective and scientifically sound solutions.

Carrie also possesses extensive sampling and analysis experience. During her career, she has sampled streams, lakes, stormwater, and sanitary infrastructure for constituents of concern, including many emerging concerns such as PFAS and SARS-CoV-2, the virus that causes COVID-19. She has also conducted many of the accepted methods for analysis of inorganic and organic chemical constituents.

Select Projects

- **Combined Sewer Overflow (CSO) Long Term Control Plan (LTCP) Update, Great Lakes Water Authority (GLWA), Detroit, MI**

Carrie is the Project Manager for a multi-consultant team developing an updated LTCP to address remaining untreated combined sewer overflow discharges by May 2023, as required by GLWA and Detroit Water and Sewer Department's NPDES permit. She managed a large update to the collection system model that includes merging assets from two models and updating the calibration. She also managed the update of a SWMM urban stormwater and an in-stream HSPF water quality model. The team is using the models to assess and optimize control alternatives, evaluate system capacity, and make recommendations for additional investments over the next 10 years that improve in-stream water quality in the Rouge River and Detroit River through cost-effective CSO controls.
- **Watershed Modeling in the Lower Grand River to Support Stormwater Planning for the Grand Valley Metro Council, Grand Rapids, MI**

Carrie managed the development, calibration, and validation of a HSPF watershed and water quality model of the lower Grand River for fecal bacteria and total suspended solids for the City of Grand Rapids. Provided senior technical support in application of the model for stormwater control planning for 23 MS4 permittees.
- **Muddy Creek Integrated Watershed Action Plan for MSDGC, Cincinnati, OH**

Carrie managed a water quality monitoring and watershed modeling study in the Muddy Creek and Rapid Run watersheds for the Metropolitan Sewer District of Greater Cincinnati (MSDGC) to determine the optimal cost-effective set of infrastructure and watershed control.



Education

M.S. Environmental Engineering
Wayne State University

B.S. Chemistry
Miami University

Years Experience

22 (5 with current firm)

Registration & Certifications

Professional Engineer
Michigan, 6201049256

Professional Affiliations

Member
Water Environment Federation

STATE OF MICHIGAN - DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

BUREAU OF PROFESSIONAL LICENSING
PROFESSIONAL ENGINEER LICENSE

CARRIE L TURNER

LICENSE NO.

6201049256

EXPIRATION DATE

07/22/2024

21290131010

**Craig G. Ballock, P.E. Senior
Geotechnical Engineer**

Tel: 321.352.8982

Email: cgballock@gecfla.com

Address: 919 Lake Baldwin Lane, Orlando, Florida 32814



Mr. Ballock has 20 years of experience in geotechnical engineering in Central Florida. Craig has performed geotechnical engineering and construction materials testing services for numerous infrastructure-related municipality public works projects, and major transportation infrastructure projects for FDOT and CFX. Craig currently serves as Contract Manager for several of GEC's municipal contracts.

Select Projects

- **Orange County Pond 6443 Drainage Evaluation at Rock Springs Road, Apopka, Florida**
Senior Geotechnical Engineer for the design of the remediation alternative to prevent future pond failure. The stormwater pond was originally a dry retention and was not performing as designed and had staged up and overtopped the berms, flooding the adjacent areas.
- **Lake Mary Stormwater Park, Lake Mary, Florida**
Senior Geotechnical Engineer for the design and construction of 2 interconnected dry retention stormwater ponds and retaining walls at the intersection of E. Crystal Lake Ave. and 2nd Street.
- **Orange County Virginia Street Drainage Improvements, Apopka, Florida**
Senior Geotechnical Engineer for the design and construction of drainage improvements that include the retrofit of the stormwater pond to function properly as a dry retention pond.
- **City of Casselberry Stormwater Improvements, Casselberry, Florida**
Senior Geotechnical Engineer supporting stormwater infrastructure rehabilitation /improvements for the City. Improvements included pipeline replacements, erosion evaluation on ditch slopes, underdrain and pavement evaluation and settlement evaluation at pipe joints, and erosion control alternatives.
- **Orange County Bulova Pond Drainage Improvements, Apopka, Florida**
Senior Geotechnical Engineer for the drainage improvements at Fletcher Cove Pond and Bulova Pond to increase the stormwater storage capacity by constructing an additional pond or other similar drainage structure with an equalizer pipe to the existing pond. The proposed improvements would be land locked and needed to recover storage via groundwater infiltration.
- **Orange County Continuing Professional Stormwater Management Services Contract, Orange County, Florida**
Senior Geotechnical Engineer assignments under this contract that include geotechnical investigations for new stormwater management systems, evaluation of under-performing or failing stormwater facilities, erosion mitigation, sinkhole evaluation, drainage well design and repairs and construction inspection and testing. Geotechnical design services include groundwater and unconfined aquifer parameter recommendations for stormwater pond design, stormwater treatment volume recovery analyses, pavement assessments, underdrain analyses, chemical and grout injection program design, retaining wall design, slope stability analyses and settlement analyses.



Education

M.S. Civil Engineering
University of Central Florida

B.S. Civil Engineering
University of Central Florida

Years Experience

20 (19 with current firm)

Registration & Certifications

Professional Engineer
Florida, 71571

Professional Affiliations

Member
American Society of Civil Engineers

Past President
American Society of Civil Engineers
East Central Florida Branch

Chapter Former Chair
American Society of Civil Engineers
East Central Florida Branch Geo-Institute

Tournament Chair
American Society of Civil Engineers
East Central Florida Branch Charity Golf

Member
Florida Engineering Society



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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

BALLOCK, CRAIG GEORGE

400 SANDRINGHAM COURT
WINTER SPRINGS FL 32708

LICENSE NUMBER: PE71571

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com



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Richard P. McCormick, P.G.

Chief Geologist

Tel: 407.898.1818

Email: rpmccormick@gecfla.com

Address: 919 Lake Baldwin Lane, Orlando, Florida 32814



Rich McCormick has 32 years of experience performing environmental and geological services on public infrastructure and private development projects. providing numerous Level 1 Contamination Screening Evaluation Reports (CSERs) and Level 2 Contamination Impact Assessments (CIAs) for major highway and rail projects in Central Florida. He has extensive experience in field sampling of soil and groundwater in accordance with Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOPs).

Select Projects

- **Orange County Continuing Professional Stormwater Management Services Contract, Orlando, FL**
Senior Geologist for contamination impact evaluations of land proposed for acquisition or existing stormwater management system locations that are proposed to be modified. Prepare Phase I Environmental Site Assessments (ESAs) and provide recommendations for Level 2 sampling and assessments as necessary relative to the Phase I ESA findings. Issues of concern include fuel and chemical tanks, hazardous material generators, landfills, and documented contamination impacts on-site or in the immediate site vicinity. Level 2 sampling involves soil screening and sampling, groundwater monitoring well installation and sampling, data evaluation, and recommendations for additional assessment if needed.
- **SR 600 from Emmett Street to North Charles Street Drainage Improvements, Volusia County, FL**
Senior Geologist for the proposed drainage improvements along SR 600 and North Charles Street to accommodate capacity improvements to the stormwater system that included a Level 1 CSER, identifying 18 Medium and High-risk sites. Level 2 Assessments were performed for 4 of those sites, resulting in no significant impacts being found that could affect construction activities.
- **Oviedo Regional Stormwater Pond, Seminole County, FL**
Senior Geologist for the soil and groundwater sampling for pesticide, herbicide and arsenic constituents on historical farmland proposed for the regional stormwater pond. Arsenic soil impacts were identified and delineated on-site. Recommendations were provided regarding limiting arsenic exposure to construction workers and the public.
- **SR 500 (US 441) at SR 40 Intersection Improvements, Ocala, FL**
Senior Geologist for the widening design and construction that included MASPs at each corner of the intersection, 2 overhead cantilever signs in each direction of SR 500 and the addition of 70 linear feet of stormwater pipe for drainage improvements.
- **City Place Orlando North Parcel, Orange County, FL**
Senior Geologist for the Phase I ESA of the 77-acre parcel containing a 57-acre tourist resort comprised of 45 buildings with tourist amenities. The remaining 20-acres contained two 16-inch potable water wells, non-operational wastewater treatment plant, 0.5-acre holding pond and 15-acres of effluent spray/soak fields. Historical soil and groundwater contamination impacts were identified in the vicinity of the WWTP and determined to have been remediated.



Education

*B.S. Environmental Sciences and
Geology
Eastern Connecticut State University*

Years Experience

32 (18 with current firm)

Registration & Certifications

*Professional Geologist
Florida, 2096*

Georgia, 2014

*OSHA 40-Hour Hazardous Materials
Health and Safety Certification*

*OSHA 8-Hour Refresher Course –
Annually*

LPS Training 8-Hour

*Florida Stormwater, Erosion &
Sedimentation Control Certification*



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

BOARD OF PROFESSIONAL GEOLOGISTS

THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

MCCORMICK, RICHARD P

752 NEUSE AVENUE
ORLANDO FL 32804

LICENSE NUMBER: PG2096

EXPIRATION DATE: JULY 31, 2024

Always verify licenses online at MyFloridaLicense.com



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This is your license. It is unlawful for anyone other than the licensee to use this document.

Carlo Pilia, P.E.

Vice President/SUE Lead

Tel: (407) 388-8269

Email: carlo.pilia@echoes.com

Address: 400 SR. 434, Ste. 1024 Oviedo, FL 32765



Mr. Pilia has 20 years of experience providing utility engineering professional services, in addition to operations, leadership, and management support for surveying and mapping businesses. With experience in both Europe and the United States, while working for both privately held and public companies, Mr. Pilia earned a remarkable experience in subsurface utility engineering and survey professional services. Mr. Pilia serves on the technical committee of the ASCE 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities", and as member of the ASCE Utility Engineering & Surveying Institute, Utility Risk Management Division ExCom. As Vice President of Utility Engineering for ECHO UES, Inc., Mr. Pilia is involved with Standard Operating Procedure (SOP) development and implementation, staff training, quality control, technical leadership, in addition to general business tasks pertaining to the Company's partners.

Select Projects

- **North Beach St. Improvements, Volusia County, FL**
This project consisted of providing engineering design services for raising the existing road on North Beach Street to alleviate flooding and safer for traveling vehicles/pedestrians. ECHO's professional services were requested to provide topographical survey and subsurface utility engineering services in support of design services for the vertical realignment of North Beach St. along approximately 2600ft, from the bridge over the Halifax River to north of Pine Tree Dr. Mr. Pilia served as SUE Lead.
- **Lake Killarney Drainage Improvements, Orange County, FL**
This project was a task work order for the Continuing Services Contract Y21-905B and consisted of engineering design services for drainage improvements along several roads with outfalls to Lake Killarney. ECHO's professional services were requested to provide a topographical survey, drainage, and utility survey. Within specified limits, ECHO performed a full topographical survey, inclusive of SUE investigation and reporting for utilities and an unknown buried structure. Additionally, within other specified limits ECHO performed only storm gravity systems survey. Mr. Pilia served as SUE Lead.
- **Whitcomb Dr. Drainage Improvements, Seminole County, FL**
This project consisted of engineering design services for roadway improvements/reconstruction and drainage retrofit of Whitcomb Dr. in Seminole County, FL. ECHO's professional services were requested to provide a topographical survey, drainage, and utility survey. Mr. Pilia served as SUE Lead.
- **Oak Park Rd. Drainage Improvements, Orange County, FL**
This project was a task work order for the Continuing Services Contract Y18-900C and consisted of design services for updating existing plans that previously proposed improvements that were never built. As part of the plans update phase, ECHO was requested to provide preliminary utility investigation to assess existing utilities within the limits and were potentially in conflict with the proposed improvements. ECHO also provided topographical survey to survey any miscellaneous items requested during the preliminary phase. Mr. Pilia served as SUE Lead.



Education

B.S. Structural-Building Civil Engineering
University of Cagliari

Years Experience

20 (7 with current firm)

Registration & Certifications

Professional Engineer
Arizona, 58267
Cagliari, Italy, 5814

Chartered Engineer
Ireland, 064243

Professional Affiliations

Member
Florida Engineering Society

Past Branch President
American Society of Civil Engineers
East Central Branch

Committee Member
ASCE 38/22 Standard for the Collection and Depiction of Subsurface Utility Data

Former Committee Member
ASCE Utility Engineering & Surveying
Institute, Utility Risk Management
Division

STATE OF ARIZONA



Board of Technical Registration

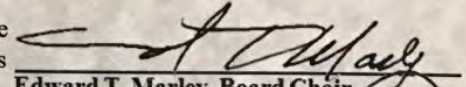
Carlo Pilia

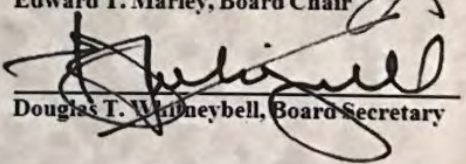
Having exhibited to the Arizona State Board of Technical Registration satisfactory evidence of good moral character and of qualifications and proficiency, is hereby authorized to practice professionally in the state of Arizona and use the title of

ENGINEER/CIVIL



In witness thereof, the Board grants certificate number 58267 subject to renewal, and affixes the seal of this board at Phoenix, Arizona, this 24th day of June, 2014.


Edward T. Marley, Board Chair


Douglas T. Whitneybell, Board Secretary

Eric Cain, P.S.M

Project Surveyor

Tel: (407) 865-4795

Email: eric.cain@echoes.com

Address: 400 SR. 434, Ste. 1024 Oviedo, FL 32765



Mr. Cain is a Florida licensed Surveyor and Mapper with 19 years of survey, mapping, and subsurface utility engineering experience. He is responsible for the oversight of the field and office tasks associated with boundary, topographic, wetland jurisdictional, ALTA, specific purpose surveys, and legal descriptions/sketches.

Mr. Cain will serve as Project Surveyor on this contract and will lead the team with the production of design file deliverables. Specific tasks required will be daily briefings with field crews along with the management and processing of the field data collected.

Select Projects

- **Wekiva Watershed Study, Seminole County, FL**
This project consists of performing a watershed study for the Wekiva River Basin in Seminole County. ECHO's professional services were requested to provide field survey information consisting of surveying determined structures, pipes and channel cross sections divided into three priority areas. Mr. Cain serves as Project Surveyor.
- **North Beach St. Improvements, Volusia County, FL**
This project consisted of providing engineering design services for raising the existing road on North Beach Street to alleviate flooding and safer for traveling vehicles/pedestrians. ECHO's professional services were requested to provide topographical survey and subsurface utility engineering services in support of design services for the vertical realignment of North Beach St. along approximately 2600ft, from the bridge over the Halifax River to north of Pine Tree Dr. Mr. Cain served as Project Surveyor.
- **Black Lake Watershed BMP Alternatives Evaluation, Orange County, FL**
This project consisted of evaluating several possible design alternatives related to increasing the water quality within the Shingle Creek Watershed in Orange County. ECHO's professional services were requested to provide field survey information including survey of culverts, roads, cross sections, and Seasonal High-Water Elevation (SHWE). Mr. Cain served as Project Surveyor.
- **Shingle Creek Watershed BMP Alternatives Evaluation, Orange County, FL**
This project consisted of evaluating several possible design alternatives related to increasing the water quality within the Shingle Creek Watershed in Orange County. ECHO's professional services were requested to provide field survey information including survey of culverts, roads, cross sections, and Seasonal High-Water Elevation (SHWE). Mr. Cain served as Project Surveyor.
- **Lake Killarney Drainage Improvements, Orange County, FL**
This project was a task work order for the Continuing Services Contract Y21-905B and consisted of engineering design services for drainage improvements along several roads with outfalls to Lake Killarney. ECHO's professional services were requested to provide a topographical survey, drainage, and utility survey. Within specified limits, ECHO performed a full topographical survey, inclusive of SUE investigation and reporting for utilities and an unknown buried structure. Additionally, within other specified limits ECHO performed only storm gravity systems survey. Mr. Cain served as Project Surveyor.



Education

B.S. Geomatics
University of Florida

A.A. General Studies
Seminole State College

Years Experience

19 (5 with current firm)

Registration & Certifications

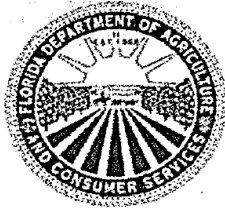
Florida Professional Surveyor & Mapper
LS 7131

Professional Affiliations

Member
Florida Surveying & Mapping Society

Member
National Society of Professional Surveyors

Member
Florida Global Navigation Satellite Systems Users Group



**Florida Department of Agriculture
and Consumer Services
Board of Professional Surveyors
and Mappers**

LS7131

**Professional Surveyor and Mapper
ERIC CAIN**

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2025

Brandon O'Hara
Laboratory/Project Manager
 Tel: 407-937-1594
 Email: Bohara@aellab.com
 Address: 380 Northlake Blvd., Suite 1048, Altamonte Springs, FL 32701



**Advanced
 Environmental
 Laboratories, Inc.**

Brandon O'Hara has 18 years' experience and oversees daily management of laboratory activities, data review and approval, and report review and distribution. Brandon is a subject matter expert in organic and microbiology analyses, NELAP (TNI), EPA, FDEP, and FDOH regulations. As Laboratory Manager, Brandon relies on extensive experience and judgment to plan and accomplish goals. He is responsible for supervising laboratory personnel, conducting and overseeing quality assurance and quality control that consistently produce accurate test results, collecting, analyzing, interpreting lab results maintaining and increasing the customer base and testing services. Brandon also provides direct supervision to analysts including: scheduling, setting goals and objectives, training and ensuring development plans are in place.

Education

**B.A., Liberal Arts &
 Sciences/Biological Sciences**

Florida Atlantic University

Years Experience

18 years with AEL

AEL NELAP Certification



State of Florida
 Department of Health, Bureau of Public Health Laboratories
 This is to certify that

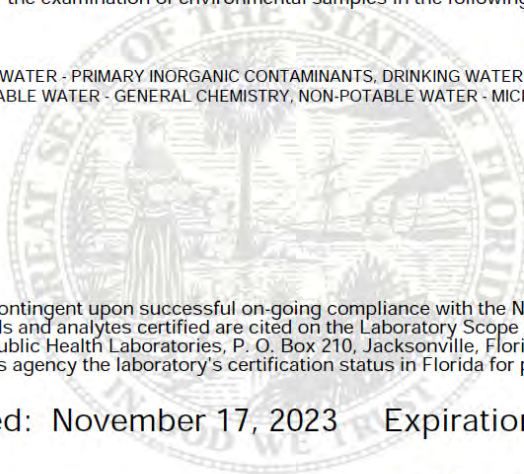


E53076

ADVANCED ENVIRONMENTAL LABORATORIES, INC. - ORLANDO
 380 NORTHLAKE BLVD., SUITE 1048
 ALTAMONTE SPRINGS, FL 32701

has complied with Florida Administrative Code 64E-1,
 for the examination of environmental samples in the following categories

DRINKING WATER - MICROBIOLOGY, DRINKING WATER - PRIMARY INORGANIC CONTAMINANTS, DRINKING WATER - SECONDARY INORGANIC CONTAMINANTS, NON-POTABLE WATER - GENERAL CHEMISTRY, NON-POTABLE WATER - MICROBIOLOGY



Continued certification is contingent upon successful on-going compliance with the NELAC Standards and FAC Rule 64E-1 regulations. Specific methods and analytes certified are cited on the Laboratory Scope of Accreditation for this laboratory and are on file at the Bureau of Public Health Laboratories, P. O. Box 210, Jacksonville, Florida 32231. Clients and customers are urged to verify with this agency the laboratory's certification status in Florida for particular methods and analytes.

Date Issued: November 17, 2023 Expiration Date: June 30, 2024



Marie-Claire Rowlinson

Marie-Claire Rowlinson, PhD, D(ABMM)
 Bureau of Public Health Laboratories
 DH Form 1697, 7/04

NON-TRANSFERABLE E53076-39-11/17/2023
 Supersedes all previously issued certificates



16.2

FIRM
QUALIFICATION
DATA

Response to County of Volusia RSQ-24-SQ-101KW
Professional Stormwater and Environmental Engineering Services
Firm Qualification Data (16.2)

Qualifications of the Firm

A. Submittal Letter

Refer to the Letter of Interest included in part 15.2 Letter of Interest document uploaded separately.

B. Firm Profile

1. History of Drummond Carpenter

Drummond Carpenter, PLLC is a **Service-Disabled Veteran-Owned Small Business (SDVOSB)**, Florida-grown and locally headquartered in Orlando, with a dedicated staff bringing unique and fresh ideas to help the County manage its water resource needs. Founded in Florida in 2016, our firm has served dozens of local, state, and federal government clients, developing close partnerships with each as we work together to address challenging environmental issues. As an example, **in Orange County we are helping staff navigate several programmatic priorities**, including developing the County's watershed management program, implementing a comprehensive vulnerability assessment, developing new wetland and water quality regulations to protect natural resources, training County staff on implementing new regulatory policies, developing strategic plans to address the County's TMDLs and BMAPs, and implementing the County's stormwater CIP. In a short time, we have become the go-to firm to complete complicated and demanding stormwater and environmental projects.

Our core strength is in stormwater management, and our goal is to be a leading Florida provider of modern stormwater planning and infrastructure solutions. We achieve this by investing in our employees, their abilities, and providing them with the training and tools needed to provide effective solutions that fit our clients' needs and budgets. Our principals oversee our staff and are each longstanding professionals who have performed more than 100 projects relevant to this scope of work for Florida municipalities. Being a small, employee-focused business has resulted in exceptionally high employee retention (over 98%) over our 8-year history that enables us to provide a consistent and personalized client experience to meet our clients' needs.

Our philosophy toward stormwater and environmental engineering is to reduce your burden of addressing the environmental, regulatory, financial, and sociopolitical challenges associated with water quality, flood control, infrastructure, asset management, and construction. We accomplish this by taking a client-oriented approach that focuses our attention on your needs, your history of past successes, and your staff and institutional strengths. We then apply that with our experience to deliver solutions that are feasible, practical, and improve level-of-service while not exacerbating maintenance needs. Our staff are actively engaged in leadership positions, service, and research across numerous professional societies, universities, and the community, which we believe is vital to our goal of serving the public interest and emergent needs of effective stormwater management.



Drummond Carpenter Staff Engineer Lauren Mayou collects sediment samples to evaluate lead contamination in Big Sand Lake in Orlando, FL.

Response to County of Volusia RSQ-24-SQ-101KW
Professional Stormwater and Environmental Engineering Services
Firm Qualification Data (16.2)

2. Legal Entity Designation

Drummond Carpenter, PLLC is a professional limited liability company. A copy of the firm's Florida certificate is provided at the end of this section.

3. Florida Department of State, Division of Corporations' Sunbiz Report

A copy of the firm's most recent sunbiz.org report is included at the end of this section.

4. Ownership Interests

Drummond Carpenter is owned by Chad Drummond as Managing Member, Donald Carpenter as Member, and Lee Mullon as Member.

5. Active Business Venues

Drummond Carpenter's active business venues / office locations are provided below.

Headquarters

47 E. Robinson St., Suite 210
 Orlando, FL 32801

Tampa Office

324 S Hyde Park Avenue, Suite 250,
 Tampa, FL 33606

Miami Office

78 SW 7th Street, Suite 500, Miami, FL
 33130

Ann Arbor Office

501 Avis Drive, Suite 1, Ann Arbor, MI
 48108

Traverse City Office

10850 E Traverse Hwy, Suite 4400,
 Traverse City, MI 49684



6. Present Status and Projected Direction of Business

Drummond Carpenter is an active and growing professional engineering firm headquartered in Central Florida. Our clients are almost exclusively U.S. governmental entities, and include city, county, regional, state, and federal entities. The direction of our business is to continue to grow and serve our government clients, primarily within Florida.

7. Overall Qualifications of the Business to Provide the Services Requested

Drummond Carpenter has the overall qualifications to successfully execute any type of service requested under this RSQ. As an example of our qualifications, **Drummond Carpenter has been the #1 ranked firm by Orange County's Environmental Protection Division** to perform water quality professional services since 2019 (the last two consecutive contracts). Under these contracts, Drummond Carpenter has

Response to County of Volusia RSQ-24-SQ-101KW
Professional Stormwater and Environmental Engineering Services
Firm Qualification Data (16.2)

performed NPDES, TMDL, BMAP, nutrient load modeling, springshed modeling, water quality monitoring, ecological services, and BMP design throughout the County. **We are also initiating two FDEP grant-funded comprehensive vulnerability assessment projects** for Orange County and the City of Orlando. These projects combined will include over 300 square miles of watershed modeling to document critical assets at risk of flooding currently, and in the future due to climate change.

Every day, our engineers and scientists work with counties like Volusia to address the complex environmental and regulatory challenges impacting our surface water, groundwater, and natural systems. Locally, our staff includes eight licensed professional engineers (PE), two licensed professional geologists (PG), a professional wetland scientist (PWS), and other certified professionals. We also have several GIS and CAD specialists that will be available to support projects under this contract.

Drummond Carpenter has extensive experience supporting municipalities within the state of Florida and has completed over 200 projects directly relevant to this RSQ. Our capabilities relevant to this RSQ have been consolidated into the following categories:

Stormwater Master Plans and Modeling	Capital Improvement	NPDES Permitting Support	Water Quality Analysis and TMDL Plans
1D & 2D Watershed modeling, model calibration, design event and long-term continuous simulation modeling, storm sewer capacity analysis, Level-of-Service	Comprehensive design service for infrastructure retrofits, water quality BMPs, stormwater pond sizing, plan review, specifications, bid support, permitting, CEI	Annual and monthly reporting, pollution prevention plans, asset management, MS4 outfall identification, NNC evaluation	Pollutant loading analysis, TMDL policy development, nutrient reduction plans, limnology, surface water and groundwater quality assessments
Green Infrastructure/LID	Ecosystem Goal Setting	Grant Assistance	Geotechnical & Surveying
BMP design and evaluation, BMPTRAINS, community outreach and facilitation, resiliency improvements	Aquatic, coastal, and terrestrial systems analysis, protected species surveys, wetland assessment, restoration planning, mitigation evaluation	Grant writing and application development, grant implementation, QAPP development and facilitation	Boundary & topographic surveying, subsurface utility engineering and inspection

8. Statement on Lawsuits

Drummond Carpenter and its included subconsultants have not been involved in lawsuits relative to company contracts or other company business over the last five (5) years. Our team has similarly not failed to complete the required contract work in the last five (5) years with no documented cases of non-performance.

Response to County of Volusia RSQ-24-SQ-101KW
Professional Stormwater and Environmental Engineering Services
Firm Qualification Data (16.2)

Firm Licenses & Certifications

Division of Corporations' Sunbiz Report

State of Florida Business License

2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT
DOCUMENT# L16000007184
Entity Name: DRUMMOND CARPENTER, PLLC
Current Principal Place of Business:
47 E. ROBINSON ST.
SUITE 210
ORLANDO, FL 32801
Current Mailing Address:
6532 EVERINGHAM LANE
SANFORD, FL 32771 US
FEI Number: 81-1044163
Name and Address of Current Registered Agent:
CORPORATION SERVICE COMPANY
1201 HAYS ST
SUITE 210
TALLAHASSEE, FL 32301 US
Certificate of Status Desired: Yes
The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.
SIGNATURE: Electronic Signature of Registered Agent Date:
Authorized Person(s) Detail:
Title: MANAGING MEMBER Name: CARPENTER, DONALD D.
Address: 47 E. ROBINSON ST. Address: 47 E. ROBINSON ST.
SUITE 210 SUITE 210
City/State/Zip: ORLANDO FL 32801 City/State/Zip: ORLANDO FL 32801
Title: MEMBER Name: MULLON, LEE
Address: 47 E. ROBINSON Address: 47 E. ROBINSON
SUITE 210 SUITE 210
City/State/Zip: ORLANDO FL 32801 City/State/Zip: ORLANDO FL 32801
SIGNATURE: CHAD DRUMMOND MANAGING MEMBER 03/24/2024
Electronic Signature of Signing Authorized Person(s) Detail Date:

State of Florida
Department of State
I certify from the records of this office that DRUMMOND CARPENTER, PLLC is a limited liability company organized under the laws of the State of Florida, filed on January 11, 2016, effective January 11, 2016.
The document number of this limited liability company is L16000007184.
I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on March 24, 2024, and that its status is active.
Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fourth day of March, 2024
Secretary of State
Tracking Number: 4935363795CC
To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.
<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida
Veteran Business
Certification
Drummond Carpenter, PLLC
Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
11/02/2023 to 11/02/2025
J. Todd Inman
Florida Department of Management Services
Office of Supplier Diversity
4050 Esplanade Way, Suite 300
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/oscd
SUPPLIER DIVERSITY

State of Florida Veteran Business
Certification



Response to County of Volusia RSQ-24-SQ-101KW
Professional Stormwater and Environmental Engineering Services
Firm Qualification Data (16.2)

**Small Business Administration (SBA) Veteran
Small Business Certification**

**Department of Veterans Affairs Service-
Disabled Veteran-Owned Small Business
Certification**



202-205-8800 | sba.gov
409 3rd St, SW, Washington DC 20416

March 26, 2024

Drummond Carpenter, PLLC
SAM UEI: Q7HTKWBNTT43
6532 Everingham Lane
Sanford, FL 32771

Dear Drummond Carpenter, PLLC:

On behalf of the Small Business Administration (SBA), Veteran Small Business Certification Program (VetCert), I am writing to inform you that Drummond Carpenter, PLLC's VetCert expiration date has been extended one year from the period of eligibility established by the Department of Veterans Affairs, Center for Verification and Evaluation. Your new VetCert expiration date is Aug. 6, 2024. Drummond Carpenter, PLLC's business profile and period of eligibility, are viewable in the public VetCert database located at <https://veterans.certify.sba.gov>.

This certification is valid until the date of expiration indicated. Please retain a copy of this letter to confirm Drummond Carpenter, PLLC's continued program eligibility in accordance with 13 Code of Federal Regulation (CFR) part 128. You may reapply 120 days prior to your new expiration date by logging into <https://veterans.certify.sba.gov>.

To promote Drummond Carpenter, PLLC's certification status, you may use the following link to download the logo for use on your marketing materials and business cards: <https://us.sba.gov/brand/external-partners/certified-contractors/>. In addition, please access the following link for information on next steps and opportunities for certified businesses: www.sba.gov/vetcert.


Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

John B. Perkins
Director Veteran Small Business Certification Program



All SBA programs and services are extended to the public on a non-discriminatory basis.



DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington DC 20420

8/6/2020
In Reply Refer To: **00VE**

Mr. Chad D. Drummond
Drummond Carpenter, PLLC
DUNS: 080129842
6532 Everingham Lane
Sanford, FL 32771-6410

Dear Mr. Drummond:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that Drummond Carpenter, PLLC has been verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and added to the Vendor Information Pages (VIP) at <https://www.vip.vetbiz.gov/>. Drummond Carpenter, PLLC will be eligible to participate in Veterans First Contracting Program opportunities with VA.

This verification is valid for three (3) years from the date of this letter. Please retain a copy of this letter to confirm Drummond Carpenter, PLLC's continued program eligibility in accordance with 38 Code of Federal Regulations (CFR) § 74.12. You may reapply 120 days prior to your expiration date by logging in to your VIP profile.

To promote Drummond Carpenter, PLLC's verified status, you may use the following link to download the logo for use on marketing materials and business cards: https://www.va.gov/OSDBU/docs/cve_completed_s.jpg. In addition, please access the following link for information on the next steps and opportunities for verified businesses: <http://www.va.gov/osdbu/verification/whatsNext.asp>.

To ensure that Drummond Carpenter, PLLC is correctly listed in the Vendor Information Pages, check Drummond Carpenter, PLLC's profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that Drummond Carpenter, PLLC is presently, as of the issuance of this notice, in compliance with the regulation, Drummond Carpenter, PLLC must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 30 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which

*"World Class Professionals
Enabling Veteran Business Opportunities by Protecting the Veteran Advantage - One Vet at a Time"*

EVAL T3.TEMPL 0002 Page 1 of 2



16.3 EXPERIENCE

Response to County of Volusia RSQ-24-SQ-101KW
Professional Stormwater and Environmental Engineering Services
Experience (16.3)

Documented Project Experience

This section includes a selection of projects that highlight our proficiency and expertise relevant to the scope of services included in this RSQ.

The table below details the projects included in this section and the corresponding RSQ scope of service:

Project	NPDES	TMDL	Watershed Management	Capital Improvement	Other Stormwater/ Environmental
Airport Canal Stormwater Master Plan		★	★	★	
Big Econlockhatchee Bacterial Assessment	★	★			★
Howell Creek Watershed Management Plan			★		★
Ibis Lakes Alum Treatment Project					★
Lake Anderson Alum Treatment Assessment	★	★			★
Lake Hickorynut Stormwater Pond 7971 Feasibility Analysis		★		★	
Lake Lawne Weir Retrofit	★	★	★	★	
Lake Weston BMP Feasibility Analysis		★		★	
Lakes Water Quality Prioritization Master Plan	★	★	★		
Automated NPDES Annual Report Support	★				★
Orange County Stormwater Infrastructure Data Collection	★		★		
Orange County State of the Wetlands Assessment					★
Wekiva River BMAP/TMDL Support		★			
Caloosahatchee River and Estuary TMDL Model Review (LimnoTech) ¹		★			

¹ – Project performed by LimnoTech. All other projects were performed by Drummond Carpenter.

Response to County of Volusia RSQ-24-SQ-101KW
Professional Stormwater and Environmental Engineering Services
Experience (16.3)

References

Drummond Carpenter has served the clients listed below for at least the past 5 years on services directly relevant to this RSQ. Projects serving our main clients are further presented in this section. The below references can attest to the quality and timeliness of Drummond Carpenter's work as well as the overall performance of Drummond Carpenter:

Client Reference 1: Orange County

Point of Contact 1: Emily Lawson, PE

Orange County Environmental Protection Division
Tel: 321-689-7576

Point of Contact 2: Grace Chua Corn, EI, CFM, GISP

Orange County Stormwater Management Division
Tel: 407-836-7965

Client Reference 2: City of Orlando

Point of Contact: Tarik Yazghi

City of Orlando Public Works
Tel: 407-246-3897

Client Reference 3: Dixie County

Point of Contact: Paul Gainey

Dixie County Manager
Tel: 352-498-2079

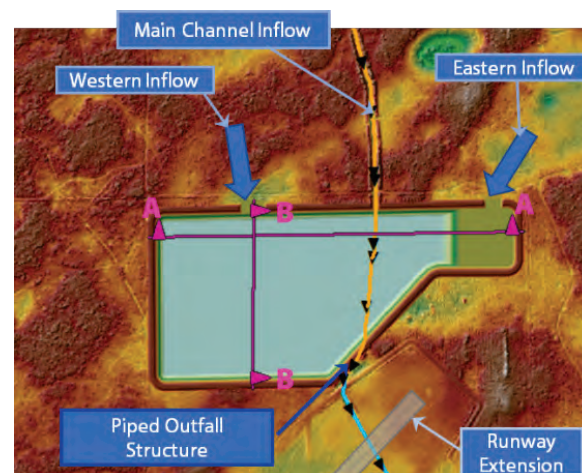
DOCUMENTED PROJECT

Airport Canal Stormwater Master Plan

Client: Dixie County, FL
(subcontractor, 7 years of service to client)

Point of Contact: Paul Gainey
Dixie County
352-498-1426

Documented Experience: Hydrologic & Hydraulic Modeling
Stormwater Capital Improvement Design
SRWMD Environmental Resource Permitting
FDOT Drainage Connection Permitting
Grant Implementation



Project Activities

Drummond Carpenter developed a stormwater master plan of the Airport Canal Watershed located in Dixie County to improve flood control level-of-service of the airport canal system that is subject to recurring flooding in and around Cross City and the adjoining residential, airport, and agricultural areas. Additional project goals also included increasing aquifer recharge, enhancing springflow, and promoting wet season and dry season resiliency for residents located within the watershed. This work was funded by the Florida Department of Environmental Protection (FDEP) springs restoration grant awarded to Dixie County. Drummond Carpenter developed a stormwater model of the 67,600-acre Airport Canal and Oldtown Hammock Drain watersheds using ICPR4 software and the Southwest Florida Water Management District (SWFWMD) Geographic Watershed Information System (GWIS) database schema. Due to the rural, undeveloped nature of the community, ArcHydro tools were used as the primary means to delineate subbasins and parameterize the model. A total of 2,100 subbasins, 2,299 nodes, and 6,174 links comprise the model.

Outcomes

Drummond Carpenter assessed two alternative conceptual improvement design scenarios to reduce flood extents and to improve groundwater recharge, including (1) an approximately 40-acre wet detention in-line stormwater pond that would intercept and attenuate the large upstream watershed inflow from the mixed wetland and silviculture areas that flood Cross City Airport and (2) modifying the existing culvert system north and south of U.S. HWY 19 that hydraulically restrict Airport Canal conveyances to increase canal discharges and reduce flooding extents. Impacts to both flood reduction and recharge potential were evaluated for each alternative. Drummond Carpenter subsequently was the engineer-of-record for the culvert upsizing along Airport Canal. To mitigate pre vs. post development peak discharges rates and stages, Drummond Carpenter designed several flashboard risers for the County to operate before and after a major storm event. Drummond Carpenter also assisted with the environmental resource permitting with the Suwannee River Water Management District as well as the Florida Department of Transportation for a drainage connection permit.

RSQ Project Area

- ☐ NPDES
- ☒ TMDLs
- ☒ Watershed Management
- ☒ Capital Improvement
- ☐ Other Stormwater/Environmental



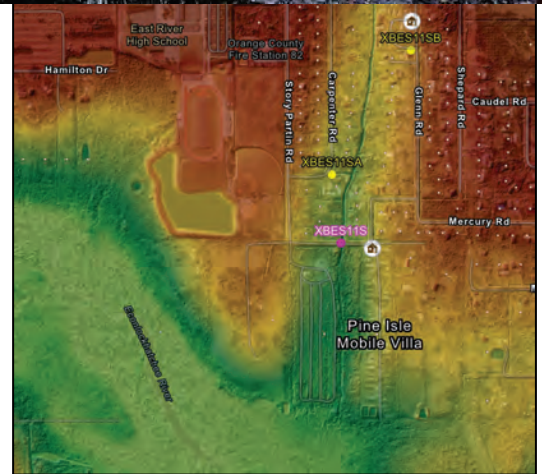
DOCUMENTED PROJECT

Big Econlockhatchee Bacterial Assessment

Client: Orange County
(6 years of service to client)

Point of Contact: Nicole Hughes
Orange County
407-868-0426

Documented Experience: Water Quality Services
TMDL Investigation
Source Tracking
Geospatial Analysis
Field Evaluation



Project Activities

Drummond Carpenter developed and is currently facilitating a year-long investigation effort where the Econlockhatchee River interconnects with Long Branch, extending north to Lake Pickett Road, to identify potential sources of E. Coli contamination. This effort was motivated by the fact that, despite continuous monitoring efforts by Orange County and other state agencies, sources of bacterial contamination in the Econlockhatchee River remain unknown.

Project efforts include extensive geospatial data collection related to identifiable wastewater, sanitary, and stormwater infrastructure, agricultural operations (both enrolled and non-enrolled in the FDACS BMP Program), and locations of mobile home facilities and dog parks. Based on geospatial data and field investigations, Drummond Carpenter identified 8 sampling stations where E. Coli, ammonia, nitrate, sucralose, and microbial source tracking will be measured over the course of one year with the first sampling event having occurred in July 2023. Through collaboration with the University of Central Florida, microbial source tracking will allow the project team to determine the source of E. Coli contamination, including human, dog, and bovine DNA biomarkers. The project effort also included the development of a thorough Sampling and Analysis Plan that serves as a guidance tool for all project elements, including sampling methodology, data analysis, QA/QC, and laboratory specifications.

RSQ Project Area

- ☒ NPDES
- ☒ TMDLs
- ☐ Watershed Management
- ☐ Capital Improvement
- ☒ Other Stormwater/Environmental

Outcomes

Following one year of data collection efforts, an Analysis and Implementation Plan will be developed, including data trend analyses and summaries, geospatial hot spot analyses, strategies for load reduction, success criteria to evaluate future management actions, and recommendations for structural and non-structural BMPs.



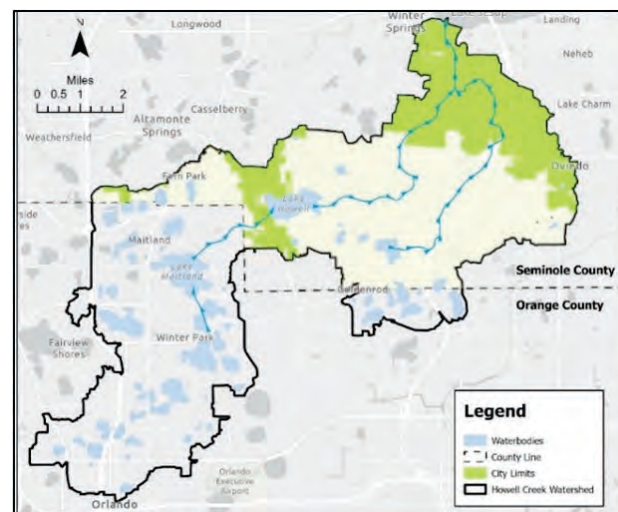
DOCUMENTED PROJECT

Howell Creek Watershed Management Plan

Client: Ardurra (subcontractor to Seminole County)
(1 year of service to client)

Point of Contact: Ben Pernezy, PE
Ardurra
407-373-3456

Services Provided: Hydrologic & Hydraulic Modeling
Watershed Master Plans
Flood Mitigation
Community Engagement



Project Activities

Drummond Carpenter is performing a watershed-wide model update for the 65-square mile Howell Creek Basin in Seminole County, Florida. The Howell Creek Basin was last studied in 2011; since then, major land use changes due to development have occurred, new topographic information is available as part of the 2018 FDEM Statewide LiDAR project, and flood prone areas have been identified due to high waters associated with recent storm events. This model update includes conversion of the existing model from ICPR version 3 to ICPR version 4, model changes and refinements for new development, delineation of updated floodplains to be incorporated into the FEMA National Flood Hazard Layer, and identification of best management practices (BMPs) to mitigate flooding and water quality issues throughout the basin.

This project utilizes the NRCS Curve Number approach and design-event simulations for up to the 500-year event. Model results will be compared to known high water marks and flooding complaints from recent storm events to validate or confirm reasonability of the model. A level-of-service analysis will be conducted to compare model peak stages against known critical elevations such as building finished floor elevations and roadway low points to determine infrastructure that may be at risk for flooding. These locations will subsequently be prioritized for BMPs, with County input, with each BMP detailed for pre/post results comparisons, anticipated construction cost, and feasibility.

Outcomes

The project deliverables for the Howell Creek Basin update will include a Geographic Watershed Information System (GWIS) Database Version 2.1 containing all model input data and results, a validated ICPRv4 model, and conceptual Best Management Practices (BMPs) aimed at reducing flooding throughout the basin.

RSQ Project Area

- ☐ NPDES
- ☐ TMDLs
- ☒ Watershed Management
- ☐ Capital Improvement
- ☒ Other Stormwater/Environmental

DOCUMENTED PROJECT

Ibis Lakes Alum Treatment Project, Northern Palm Beach County

Client: LimnoTech
(8 years of service to client)

Point of Contact: Hans Holmberg, PE
LimnoTech
651-330-6038

Documented Experience: Water Quality Analysis
Nutrient Reduction
Field Evaluation
Site Analysis



Project Activities

Drummond Carpenter provided professional services to LimnoTech for overseeing the proper strategic application of aluminum sulfate (alum) for sediment inactivation in 11 lakes within the Ibis Golf and Country Club Water Management System in the Northern Palm Beach County Improvement District (NPBCID) to reduce internal nutrient loading within the lakes. Activities included oversight of contractors performing alum applications within the 11 specified lakes. Efforts included the preparation of a Job Hazard Analysis for use by Drummond Carpenter staff, observation of the contractor's activities, progress, and adherence to the contract documents, as well as observing compliance with LimnoTech's environmental, health, and safety precautions by the contractor. Observation of activities included hours of application, quantity of alum applied, approximate acreage and volume treated, summary of deliveries, explanation of any downtime, pH monitoring records, aquatic species observations, and coordinates of application rates and amounts of alum applied.

RSQ Project Area

- ☐ NPDES
- ☐ TMDLs
- ☐ Watershed Management
- ☐ Capital Improvement
- ☒ Other Stormwater/Environmental

Outcomes

Drummond Carpenter outlined the alum application activities and outcomes for each of the 11 lakes in a project status email to LimnoTech at the end of each treatment day. The project status email also included documentation of any observed deviations the Contractor made from the project specifications or plans during the alum application process, critical information such as hours of application, quantity of alum applied, and approximate acreage treated. Thorough observations and transparent reporting contributed to the successful implementation of the alum treatment plan, promoting water quality improvement and lake health in the NPBCID lakes.

DOCUMENTED PROJECT

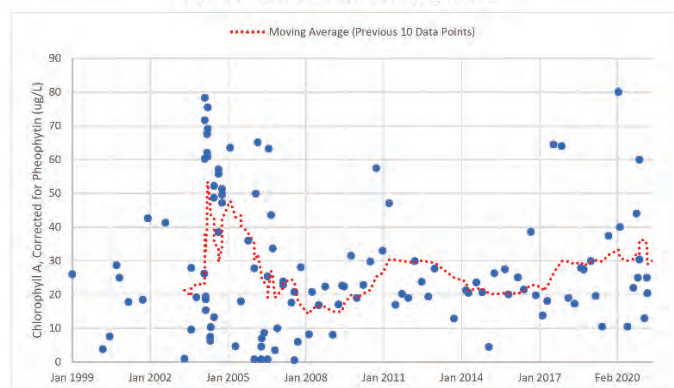
Lake Anderson Alum Treatment Assessment

Client: Orange County
(6 years of service to client)

Point of Contact: Melissa Lavigne
Orange County Environmental Protection
Division
407-505-8117

**Documented
Experience:** Water Quality Services
Nutrient Reduction Strategies
Alum Treatment BMP Design
Permit Assistance

Figure 6 - Lake Anderson Chlorophyll A Data



Project Activities

Drummond Carpenter provided professional services to Orange County Environmental Protection Division (OCEPD) by updating an aluminum sulfate (alum) treatment plan of Lake Anderson, which is impaired for chlorophyll and has been experiencing recent harmful algal blooms (HABs). Due to the aging data that formed the basis of a 2014 "Lake Anderson Nutrient Budget and Water Quality Management Plan" report recommendations, a thorough update of this study was necessary to reevaluate the application of alum to the lake, since the last alum application for Lake Anderson occurred in 2006. This targeted reassessment focused on Lake Anderson's sediments, aiming to develop an improved alum treatment plan for sediment phosphorus inactivation. Activities included data compilation, lake sediment and water sampling, alum dosing calculations, a recommended buffering agent strategy and a presentation of findings and solutions to the Lake Advisory Board.

Outcomes

Drummond Carpenter developed an alum treatment report for Lake Anderson, combining data summaries of samples collected and a refined alum dosing strategy. The report details the recommended updated alum treatment amount to reflect current dosage needs, buffering agent considerations, treatment locations, methods, and timing. Additionally, the report provides insights into Environmental Resource Permitting (ERP) criteria and quantifies the potential annual nutrient load reduction to be achieved.

RSQ Project Area

- ☒ NPDES
- ☒ TMDLs
- ☐ Watershed Management
- ☐ Capital Improvement
- ☒ Other Stormwater/Environmental



Simulated NO₃ groundwater flux in percolated stormwater into Lake Hickorynut



DOCUMENTED PROJECT

Lake Hickorynut Stormwater Pond 7971 Feasibility Analysis

Client: Orange County Environmental Protection Division
(6 years of service to client)

Point of Contact: Emily Lawson
Orange County
321-689-7576

Documented Experience: Water Quality Services
Nutrient Reduction Strategies
Hydrologic & Hydraulic Modeling
BMP Capital Improvement Conceptualization
Permit Assistance



Project Activities

Drummond Carpenter provided engineering services to Orange County Environmental Protection Division (OCEPD) by conducting a feasibility assessment of an existing stormwater pond (Orange County Pond ID 7971) immediately adjacent to Lake Hickorynut to assess the water quality treatment performance of the pond and to develop recommendations on how water quality treatment of the dry retention pond can be improved to protect Lake Hickorynut. Activities include field reconnaissance and equipment installation, surface and ground water monitoring, groundwater fate and transport modeling, hydrologic and hydraulic modeling, and performing a conceptual feasibility analysis.

Outcomes

A groundwater fate and transport model using HYDRUS 2D/3D was developed to assess groundwater and water quality transport through the stormwater pond to Lake Hickorynut. An existing conditions 1-D ICPR4 model of Pond 7971 was developed and included design storms for the 10-year, 25-year, and 100-year 24-hour storm events, with the peak stage and discharge recorded for each design event and was used as a basis to compare against the conceptual alternatives. Ultimately, it was found that the dry pond rarely discharges surface water to Lake Hickorynut, and elevated groundwater loading was likely occurring. Drummond Carpenter conceptualized groundwater nutrient reduction media to be installed along various locations within the pond and modeled the effectiveness of this passive groundwater treatment BMP.

RSQ Project Area

- ☐ NPDES
- ☒ TMDLs
- ☐ Watershed Management
- ☒ Capital Improvement
- ☐ Other Stormwater/Environmental



Drummond
Carpenter rendering
of platform and
sluice gate

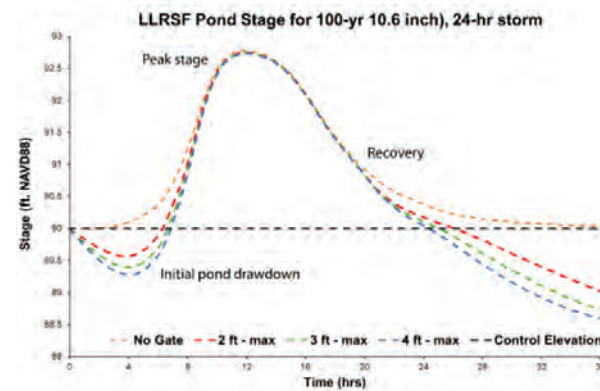
DOCUMENTED PROJECT

Lake Lawne Weir Retrofit Project

Client: Orange County (subcontractor)
(6 years of service to client)

Point of Contact: Kelly Nowell, PE
Orange County Highway Construction Division
407-836-7949

Documented Experience: Stormwater BMP Design
Hydrologic & Hydraulic Modeling
Environmental Resource Permitting
Nutrient Management Strategies
Construction Administration



Project Activities

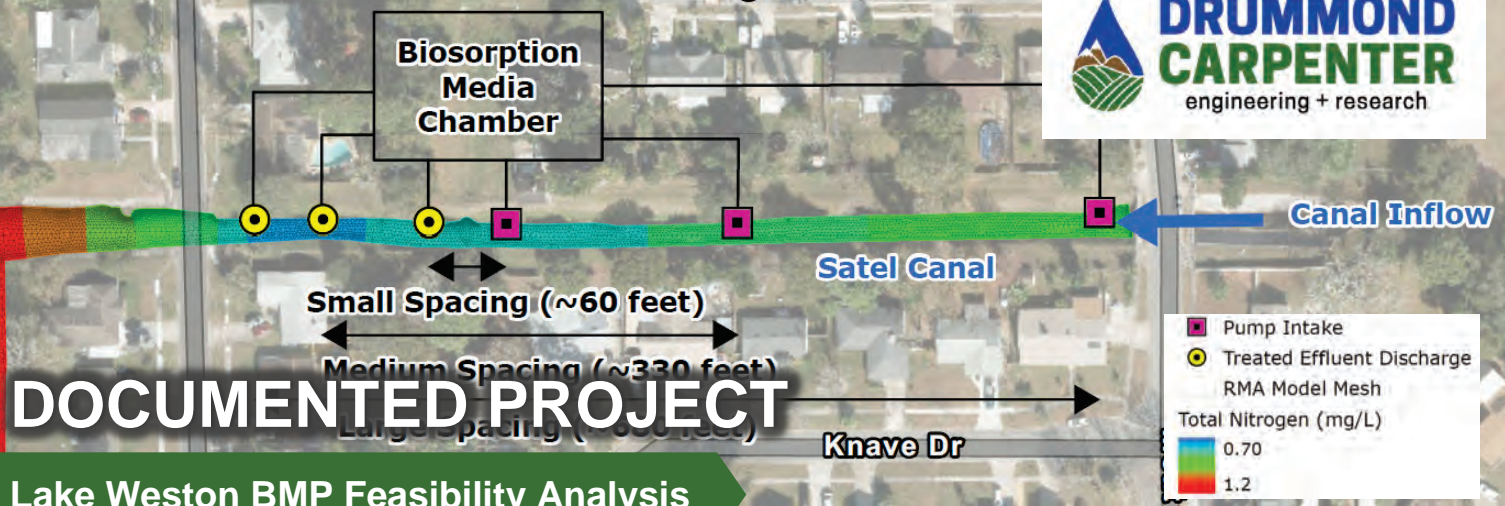
Drummond Carpenter staff provided engineering services associated with a retrofit to the existing Lake Lawne Regional Stormwater Facility, a priority nutrient reduction facility for Orange County as part of their NPDES MS4 Permit TMDL Prioritization. This pond experienced upstream flooding after a weir structure was installed to impound a stormwater pond within Barnett Park, which was used to create an aesthetic water feature and to create a stormwater harvesting treatment train. Drummond Carpenter's engineering analysis found that the impounded water impacted available soil storage within the surrounding stormwater park area which limited infiltration capacity of in-situ soils and increased runoff, and caused localized flooding. Drummond Carpenter developed a hydrologic and hydraulic stormwater model to assess the performance of installing a sluice gate in the existing weir that would allow Orange County staff to relieve excess water in the pond when necessary, during wet periods, while maintaining water volume for stormwater harvesting purposes (irrigation) during dry periods.

RSQ Project Area

- ☒ NPDES
- ☒ TMDLs
- ☒ Watershed Management
- ☒ Capital Improvement
- ☐ Other Stormwater/Environmental

Outcomes

Drummond Carpenter presented various iterations of gate sizes to achieve a balance between drawdown time of the pond, costs, and maintenance requirements to the County, as well as to maintain the nutrient reduction function of this stormwater pond that uses stormwater harvesting via irrigation to a surrounding park and soccer field. Drummond Carpenter's design was presented as image renderings (above image) to County staff to help the client visualize the improvements and understand how the system operated. An environmental resource permit was obtained from the St. Johns River Water Management District (SJRWMD) which required several meetings with the environmental regulators to demonstrate no adverse impacts were proposed relative to upstream and downstream flooding, as well as water quality pollutant load reductions released downstream. Drummond Carpenter developed a full bid package and assisted the County with the bidding process. The project is currently under construction with Drummond Carpenter performing construction oversight.



Client: Orange County
(6 years of service to client)

Point of Contact: Emily Lawson, PE
Orange County Environmental
Protection Division
321-689-7576

Services Provided: Water Quality Services
Nutrient Management Strategies
Hydrologic & Hydraulic Modeling
Stormwater BMP Design
Environmental Permit Assistance



Project Activities

Drummond Carpenter provided nutrient management services to Orange County Environmental Protection Division (OCEPD) by providing a feasibility assessment for three best management practice (BMP) alternatives to address nutrient impairment associated with Lake Weston. The lake is listed as an impaired waterbody by the Florida Department of Environmental Protection (FDEP) for excessive chlorophyll-a. As an alternative to developing a total maximum daily load (TMDL) for the lake, OCEPD pursued a 4e Pollution Reduction Plan (PRP) which required identifying primary sources of nutrient loading to the lake and implementing BMPs to remediate the pollution impairment and improve water quality. Work includes field monitoring and investigation, environmental resource permit determination, BMP feasibility assessments, and preparation of a BMP feasibility report.

Outcomes

Drummond Carpenter developed a feasibility assessment for three alternatives, including a Nutrient Reduction Filtration System (NRFS) at Mosher Drive at the southern end of the southern Lake Weston canal, an interevent denitrification treatment system (i.e., continuously pumped stormwater treatment) along Mosher Canal, and optimized street sweeping improvements within the Lake Weston watershed. Drummond Carpenter directed a project surveyor and geotechnical engineer to perform the necessary investigation and due diligence effort needed to assess the nutrient reduction and cost vs. benefit potential of each alternative. For the NRFS system, a pollutant load model was used along with an ICPR4 hydrodynamic model to quantify the hydrologic load as well as the expected pollutant removal efficiency of the NRFS. For the interevent treatment facility, a small stormwater pump station was conceptualized to send untreated canal water into a biomedica denitrification filter, with a return line back to the canal. To size the pump a 2D surface water quality model was developed using RMA2 and RMA4 to model the advection and diffusion of the canal, which helped identify the placement of the influent and effluent locations and to quantify expected load reductions.

RSQ Project Area

- ☐ NPDES
- ☒ TMDLs
- ☐ Watershed Management
- ☒ Capital Improvement
- ☐ Other Stormwater/Environmental



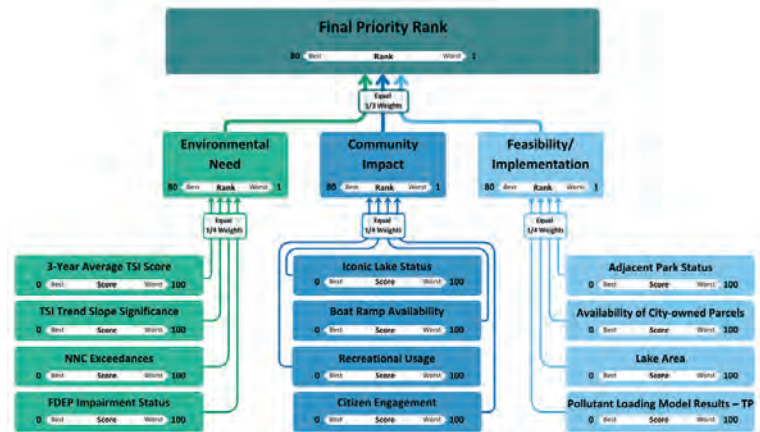
DOCUMENTED PROJECT

Lakes Water Quality Prioritization Master Plan

Client: City of Orlando
(6 years of service to client)

Point of Contact: Tarik Yazghi
City of Orlando
407-246-3897

Documented Experience: Pollutant Loading Modeling
Nutrient Management
Stormwater Master Planning
Water Quality Analysis
Stakeholder Engagement



Project Activities

Drummond Carpenter developed a comprehensive water quality prioritization master plan to provide the City of Orlando with a tool to strategically allocate their resources toward lake management practices. The major components of the master plan included 1) the development of a Citywide pollutant loading analysis (PLA) to estimate pollutant loading to lake systems, 2) a lake water quality statistical analysis to gain insight as to potential causes of impairment trends, 3) the synthesis of a prioritization framework that accounts for these analyses as well as sociopolitical and other considerations germane to lake management decision making, and 4) the development of recommendations for the City to consider implementing on a lake-by-lake basis.

The project PLA was developed using the SIMPLE-Seasonal tool within GIS to evaluate pollutant loadings for both surface water and groundwater scenarios. The model input included land-use based EMCs, point source, septic tanks, and reductions associated with existing BMPs. A comprehensive statistical analysis was subsequently performed to determine how effective the PLA is for predicting water quality impairments (multiple regression analysis), assess where basins or lake systems behave similarly (cluster analysis), and evaluate how water quality variables are correlated within a water body (principal component analysis). Seasonal Mann Kendall Trend Analysis was completed to evaluate waterbodies for whether their 10-year and long-term trends in TSI are statistically significant or insignificant and whether they are improving or degrading.

Outcomes

Drummond Carpenter delivered a comprehensive lake prioritization plan to the City to guide decision making with respect to future water quality, recreational, and community project implementation. Each of the City's 80 monitored lakes were ranked based on three equally weighted parent categories: environmental need, community impact, and feasibility/implementation. Drummond Carpenter also provided lake-specific structural (e.g. stormwater retrofits) and non-structural (e.g. street sweeping) BMP recommendations to improve water quality within each lake basin.

RSQ Project Area

- ☒ NPDES
- ☒ TMDLs
- ☒ Watershed Management
- ☐ Capital Improvement
- ☐ Other Stormwater/Environmental



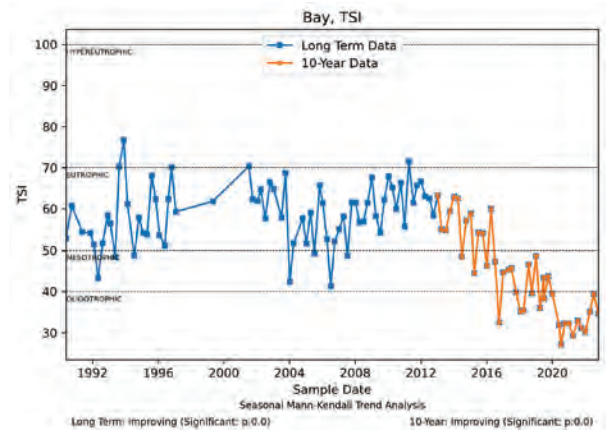
DOCUMENTED PROJECT

Automated NPDES Annual Report Support

Client: City of Orlando
(6 years of service to client)

Point of Contact: Tarik Yazghi
City of Orlando
407-246-3897

Documented Experience Water Quality Statistics
Nutrient Reporting
NPDES Support
Python Automation Scripting



Project Activities

Drummond Carpenter developed customized Python scripts to automate significant portions of the City of Orlando's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit reporting workflow. These scripts have reduced the time required to produce water quality reports by an order of magnitude, have significantly reduced the potential for reporting errors related to manual data entry, and provided robust statistical results that have allowed for prioritization of water quality improvement projects. Drummond Carpenter worked with the City and the USF Water Atlas Program to develop code that automates the City's NPDES water quality data downloads from Water Atlas. Because Water Atlas handles water quality data formatting and reporting to the Florida Department of Environmental Protection (FDEP) Watershed Information Network (WIN), this ensures consistency between the City's NPDES reporting and FDEP WIN. Following data download, Drummond Carpenter performed data analysis and water quality calculations (such as Trophic State Index) using Python scripts that followed City workflows. These calculated data were statistically analyzed using a Seasonal Mann-Kendall Analysis to provide a robust estimate of both long-term and 10-year trends of water quality parameters. Data and results were output in easy-to-read visualizations and Excel tables. These products were incorporated into existing water quality NPDES report templates.

RSQ Project Area

- ☒ NPDES
- ☐ TMDLs
- ☐ Watershed Management
- ☐ Capital Improvement
- ☒ Other Stormwater/Environmental

Outcomes

Drummond Carpenter developed a summary document for each lake detailing the lake's geometry, key lake features, drainage basin characteristics, and water quality data in tabular and graphical format. Each summary document included an assessment of the current 10-year trend and the long-term trend in each analyte. Results from this effort have been critical for subsequent City efforts to prioritize capital improvement projects related to lake water quality.





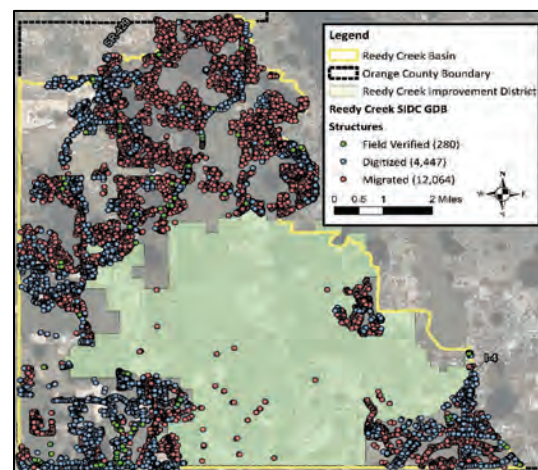
DOCUMENTED PROJECT

Orange County Stormwater Infrastructure Data Collection

Client: Orange County
(6 years of service to client)

Point of Contact: Grace L. Chua Corn, EI, CFM, GISP
Orange County Stormwater Management Division
407-836-7965

Documented Experience: NPDES Inventory
Stormwater Management Program Support
Waters of the State Determination



Project Activities

Drummond Carpenter was retained by Orange County Stormwater Management Division to provide stormwater infrastructure data collection and compilation in support of their National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit issued by the Florida Department of Environmental Protection (FDEP). Currently, Orange County maintains a stormwater infrastructure inventory, but the dataset is incomplete and consists of many spatial gaps. Additionally, the current data does not include a comprehensive inventory of outfalls to Waters of the State (WOTS), which is needed to classify outfall types as either minor or major consistent with Orange County's NPDES MS4 permit requirements. Drummond Carpenter completed a stormwater infrastructure inventory and outfall identification for over 470 square miles in Orange County, Florida to support the County's NPDES outfall reporting requirements. Tasks completed under this study include the following: 1) desktop data collection of existing stormwater GIS data; 2) digitization of missing stormwater features based on plans; 3) field reconnaissance to document stormwater infrastructure not available from the above sources; 4) identification of WOTS features; and 5) identification of outfalls to WOTS and classification as "major" or "minor".

RSQ Project Area

- ☒ NPDES
- ☐ TMDLs
- ☒ Watershed Management
- ☐ Capital Improvement
- ☐ Other Stormwater/Environmental

Outcomes

This project included mapping and digitizing over 50,000 stormwater pipes and over 60,000 stormwater structures in GIS. Following the development of the comprehensive stormwater inventory, Drummond Carpenter reviewed historical aerial imagery, land use, and waterbody and wetland coverages to develop WOTS coverage. Stormwater structures discharging to WOTS were then classified as either major or minor outfalls based on prevailing FDEP definitions which included reviewing for both pipe size and upstream contributing drainage area.



DOCUMENTED PROJECT

Orange County State of the Wetlands Assessment

Client: Orange County
(6 years of service to client)

Point of Contact: Tim Hull, PWS
Orange County Environmental Protection Division
407-836-1428

Documented Experience: Ecosystem Goals
Water Quality Services
Geospatial Analysis
Field Evaluation
Community Engagement & Education



Project Activities

Drummond Carpenter provided professional services to Orange County Environmental Protection Division (OCEPD) by providing the County with an evaluation and overhaul of its existing wetland ordinance. Orange County's wetlands consist of both inland and coastal riverine wetlands that provide resiliency through critical flood protection from tropical storms and hurricanes. This project was science-based and community-driven to yield a new regulatory framework that is both more protective of wetlands, while not unduly hindering the business and economic growth plans of this growing metropolitan area. Drummond Carpenter compared the historic inventory of the County's wetlands with present-day conditions, which included an estimate of impact acreages and analysis of ecosystem services associated with loss of wetland function. Multiple years were evaluated including the year approximately coinciding with the adoption of the wetland ordinance, and approximately every 10 years thereafter to geospatially assess the trends in wetland loss. Secondary effects of wetland loss were estimated to account for impacts to threatened and endangered species, aquifer recharge, flood control, and water quality. The team then led a robust stakeholder engagement effort that included meeting with local communities, business interest groups, elected officials, and other municipal and county jurisdictions to get input on how the previously existing regulations should be updated. Through a series of meetings, surveys, interviews, and community engagement sessions, Drummond Carpenter worked with OCEPD to develop new wetland regulations.

RSQ Project Area

- ☐ NPDES
- ☐ TMDLs
- ☐ Watershed Management
- ☐ Capital Improvement
- ☒ Other Stormwater/Environmental

Outcomes

Drummond Carpenter found that the quantity and quality of wetlands have declined in the past 30 years within Orange County, and that more protective regulations were needed. The team directly applied study insights to develop a new ordinance, which was unanimously adopted in December 2023 and is currently developing the new wetland ordinance permitting materials that will educate the public and internal County regulators on how to implement the new ordinance. This effort includes developing multiple training workshops being led by Drummond Carpenter for internal County staff and external interested parties so that the new rules and regulations are clearly understood.



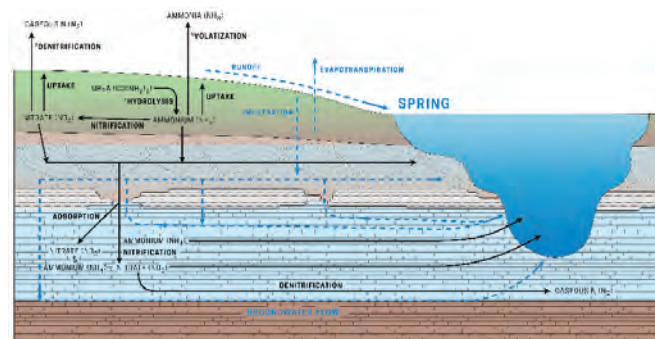
DOCUMENTED PROJECT

Wekiva River BMAP/TMDL Support

Client: Orange County
(6 years of service to client)

Point of Contact: Emily Lawson, PE
Orange County Environmental Protection
Division
321-689-7576

Documented Experience: Nitrate Transport Modeling
Pollutant Load Modeling
Ecosystem Goals
County Ordinance Support
Stakeholder Engagement



Project Activities

The Wekiwa Spring and Wekiwa River system have been listed as impaired due to excessive nitrogen and phosphorous nutrients. The Florida Department of Environmental Protection established Total Maximum Daily Loads (TMDLs) for nitrate and phosphorous as water quality restoration targets for Wekiwa and Rock Springs. In support of TMDL implementation of a fertilizer ordinance update designed to provide improved protection and reduce nutrient loading to the system, Orange County's Environmental Protection Division (OCEPD) commissioned Drummond Carpenter to develop nitrogen fate and transport models (HYDRUS, MODFLOW) to evaluate how fertilizer nitrogen applied to lawns within the County moves from the surface to groundwater and to downstream waterbodies (i.e., Wekiwa Spring). Based on modeling results, Drummond Carpenter provided OCEPD with recommendations for updating the County's existing fertilizer ordinance. As part of the project, Drummond Carpenter communicated regularly with OCEPD staff, interacted with stakeholders, helped evaluate and incorporate stakeholder comments into the fertilizer ordinance update, and attended an OC Board of County Commissioner meeting to provide as-needed technical support to OCEPD.

RSQ Project Area

- ☐ NPDES
- ☒ TMDLs
- ☐ Watershed Management
- ☐ Capital Improvement
- ☐ Other Stormwater/Environmental

Outcomes

Drummond Carpenter provided technical support and consulting to OCEPD in support of an updated fertilizer ordinance. The updated fertilizer ordinance was presented by OCEPD to the OC Board of County Commissioners in February 2022 and was passed unanimously. Information on the updated fertilizer ordinance can be found at [Fertilize Your Lawn Responsibly \(orangecountyfl.net\)](https://www.orangecountyfl.net/fertilize-your-lawn-responsibly).



DOCUMENTED PROJECT

Caloosahatchee River and Estuary TMDL Model Review (LimnoTech Documented Project)

Client: Clean Water Network of Florida
(1 year of service to client)

Point of Contact: Linda Young
Director, Clean Water Network of Florida
850-322-7978

Location: Gulf Coast, FL

Service Areas: Environmental Modeling
Civil & Water Resources Engineering

Services Provided: Wayer Quality Services
Pollutant Loading Modeling



Project Activities

This project was performed by subconsultant LimnoTech.

The tidal portion of the Caloosahatchee River and Estuary is listed under Section 303(d) of the Clean Water Act as being impaired by high chlorophyll levels because of excessive nitrogen concentrations, thus requiring the development of a total maximum daily load (TMDL). The TMDL was developed by the Florida Department of Environmental Protection (FDEP), and the process involved coordination with a variety of stakeholders, including the Clean Water Network of Florida (CWNFL). LimnoTech conducted scientific reviews of the watershed and water quality models used to determine the TMDL. These reviews included model inputs, calibration, and use of the coupled models to conduct management scenarios for the development of the TMDL. LimnoTech identified a concern with the model pertaining to a lack of responsiveness of dissolved oxygen to substantial reductions in nutrient loadings from the watershed.

RSQ Project Area

- ☐ NPDES
- ☒ TMDLs
- ☐ Watershed Management
- ☐ Capital Improvement
- ☐ Other Stormwater/Environmental

Outcomes

LimnoTech proposed several diagnostic scenarios with the calibrated models. LimnoTech helped the CWNFL to better understand a complex system of coupled models and how these models were used by the FDEP to develop the TMDL for nitrogen in the tidal Caloosahatchee. LimnoTech identified several concerns with the model and assisted the CWNFL in articulating these concerns to FDEP, and then assisted the FDEP in conducting and interpreting results from the diagnostic scenarios it recommended.



16.4 PROJECT APPROACH

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Professional Stormwater and Environmental Engineering Services
Project Approach (16.4)

Project Approach

Volusia County is situated in a region that has a vast amount of water resource challenges largely driven by impaired waters, TMDLs, and BMAPs surrounding the County. The County is a significant stakeholder in several priority TMDLs, BMAPs, and RAPs, including the North Indian River Lagoon and Mosquito Lagoon in the southeast, the Middle St. Johns River to the south, Blue Springs to the west, and the Halifax River to the northeast. These impairments constitute freshwater, groundwater, and estuarine systems with water quality impairments. Each system has its own unique challenges and requires a team of experts with a body of knowledge, proven experience, and committed availability to meet the County's needs. Drummond Carpenter meets this need and is ready to serve on any potential project under this RSQ.

When we are tasked with a project, our approach is to always assign the appropriate team members based on their expertise and the needs of the project. That is why we assembled a team that will complement Drummond Carpenter's inland surface water and groundwater quality expertise with partners that are both 1) knowledgeable and experienced within the County, and 2) are national experts in managing nutrient issues within estuarine systems. Subconsultant Ecological Associates (EAI) has served as Volusia County's Protected Species Specialist since 1996, providing them with a deep knowledge of the County's diverse habitats and resident biota. Additionally, EAI is an expert in riverine, estuarine, and marine water quality sampling techniques, and has provided these

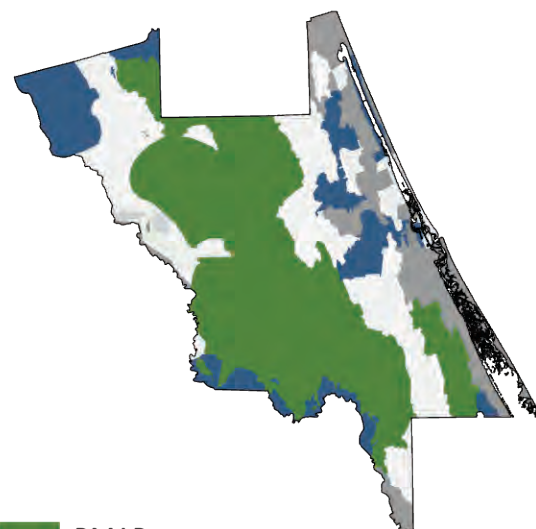
services for municipalities and state governments for decades. Subconsultant LimnoTech has performed estuarine nutrient management projects across the country and has played a significant role in TMDL policy development for over 20 years, from supporting the EPA in the initial program implementation, to partnering with local governments, to reviewing TMDL accuracy and assisting in project implementation.

"The City is extremely impressed with [Drummond Carpenter's] report. The content provided in the report was well thought-out and presented in easy-to-understand tables and graphs."

-Tarik Yazghi, City of Orlando Project Manager, Orlando Lakes Master Plan

The services listed within this RSQ reflect comprehensive skills that cover not only stormwater and environmental planning, design, and construction projects but also master planning, NPDES regulatory support, and water quality services. Projects may also cover groundwater assessments, grant assistance, ecosystem goal setting, and floodplain management. That's why

Drummond Carpenter views this contract as more than stormwater and environmental engineering professional services -- **we see it as a perfect opportunity to apply our expertise and innovative ideas to help the County with your integrated water resources program.** The remainder of this section includes a brief approach to each of the major service areas listed in the RSQ document, followed by our firm's approach to project management, and quality assurance and quality control.



■ BMAPs

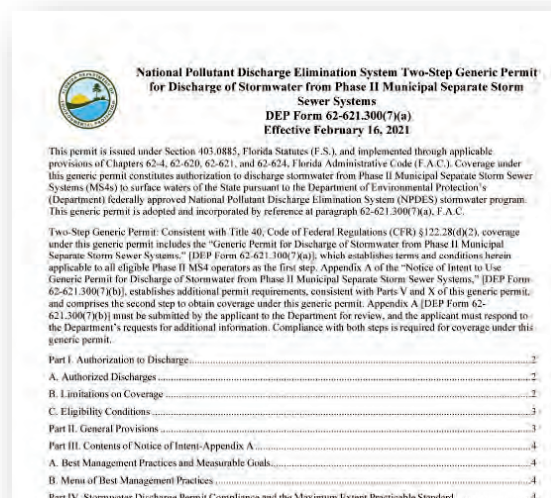
■ TMDLs

■ Waters Not Attaining Standards

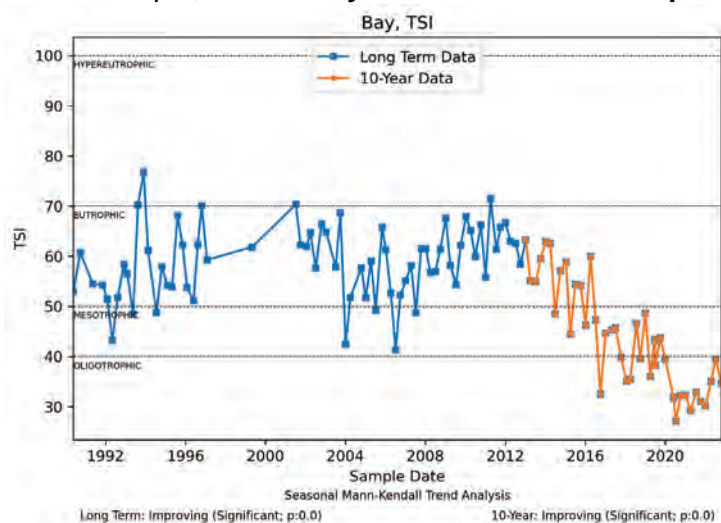
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National Pollution Discharge Elimination System (NPDES) Program Assistance and Implementation

Volusia County's Phase II NPDES MS4 permit (FLR04E033) was previously issued in 2019 and is due for an updated permit soon from FDEP. This permit will likely have new requirements, such as more detailed documentation of activities that Volusia is performing, or is planning to implement, relative to existing TMDLs and BMAPs. TMDL waterbody prioritization may also be a new requirement in the updated permit, which would require the County to select a priority TMDL and document how the County plans to implement measures to address the underlying water quality impairment. Drummond Carpenter is actively working with both the City of Orlando and Orange County to manage their NPDES permit requirements. As Phase 1 NPDES MS4 permittees, we are already helping these clients develop TMDL prioritizations and other requirements that will become standard for Phase IIs.



Our approach towards NPDES assistance is to use our experience to reduce your burden in complying with NPDES criteria, and to leverage the information developed through the NPDES process to identify and plan for future activities that will more effectively address stormwater and water quality deficiencies. For example, **for the City of Orlando we developed a water quality data reporting system that**



largely automates the development of NPDES annual report data. Using water quality data originally warehoused in the city's LIMS water quality database, we developed customized Python scripts to collate, analyze, and publish lake water quality into tables and charts that are then used in the annual reports. The statistical routines developed by us enabled the City to have more confidence in assessing long-term and short-term water quality changes in each of their 80 monitored lakes. We estimated that this helped reduce City staff time from approximately 200 hours a year to create this data, down to 20 hours per year or less— a significant savings in staff time.

For Orange County we are performing numerous NPDES services, including conducting surface water and flow monitoring at reported NPDES locations, assisting with their annual reports, and conducting TMDL prioritization work. Since the County is a Phase 1 permittee, we are also overseeing the inventorying of an estimated 150,000+ stormwater assets and digitizing them into GIS data they need for their permit. Since Phase II permits typically lag Phase I permits, these inventorying requirements will likely be needed for future Phase II permittees.

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Project Approach (16.4)

TMDL Assistance, Ecosystem Goals, Hydrodynamic Modeling, Water Quality Statistical Analysis, Etc.

In the decades since the implementation of the state's TMDL and waterbody impairment program, some of the waterbodies have shown remarkable success and improvement. Overall, however, more and more waterbodies are being identified as impaired and many TMDLs and BMAPs within the state are not achieving the measurable water quality improvement hoped for after many years of increased environmental regulation and \$ millions of water quality capital improvement retrofits conducted.

**IMPORTANT FERTILIZER RULES
FOR ORANGE COUNTY RESIDENTS**

June 1 to September 30: Apply only fertilizer with zero nitrogen and zero phosphorus.

October 1 to May 31: Fertilizer containing nitrogen is permitted. However, it must contain at least 65% slow release nitrogen.

Always do the following:

- Keep fertilizer at least 25 feet from natural water bodies.
- Limit each application to 1 pound total nitrogen per 1,000 square feet (maximum 3 pounds per year).
- Use zero phosphorus unless a soil test shows a deficiency.

Thanks for skipping the nitrogen fertilizer this summer!





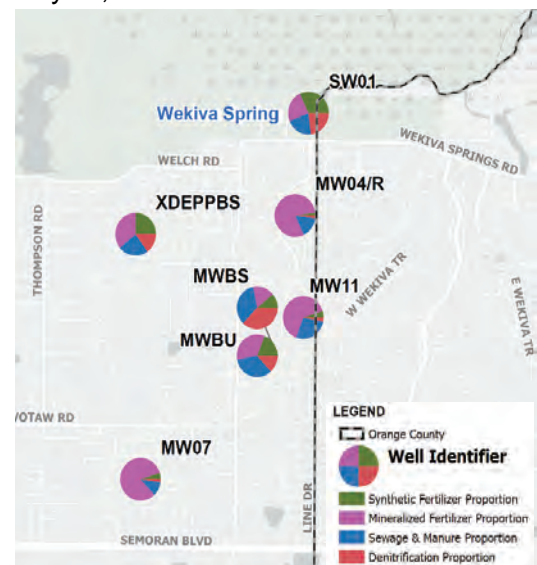

For more detailed ordinance information, visit www.ocfl.net/FertilizeResponsibly.

The current best practice in addressing water quality impairment, and therefore underlying TMDLs, is to understand the root cause of the impairment and to invest resources and capital into projects or services that best address that root cause. Often, stormwater management retrofits, while beneficial, can be expensive in terms of the cost per pound of nutrient removed, require maintenance, and may not fully address the underlying impairment. Internal nutrient recycling, groundwater nutrient flux, and other sources can be equal to or greater than pollutants derived by stormwater discharge and must also be understood. Therefore, **when addressing TMDLs**

and impairments, we recommend taking a holistic view of the problem.

For Orange County, we are working to address the sources of pollutants that are most readily controllable and effective. For Lake Weston, which has a Reasonable Assurance Plan, we are in the process of designing a surface water treatment system that will pump untreated canal water through a denitrification filter to perform continual treatment throughout the year. For the Longbranch tributary of the Big Econlockhatchee River, which has a TMDL for fecal indicator bacteria, we are conducting a multi-year microbial source tracking assessment to pinpoint potential sources of human, canine, and bovine bacterial contamination. Following data collection and hot spot analysis, this data will drive BMP recommendations to support water quality improvements in the tributary. For Lake Anderson, we identified the need for sediment phosphorus inactivation in this lake with a history of internal nutrient recycling issues. We have also worked extensively with the County's Environmental Protection Division to study the impacts of fertilizer application and septic tanks across the County. Through our monitoring and modeling tasks, we have helped devise new ordinances for fertilizer (adopted in 2022) and septic tanks (adoption expected in 2024) for the purpose of reducing groundwater nutrient flux into impaired surface waters.

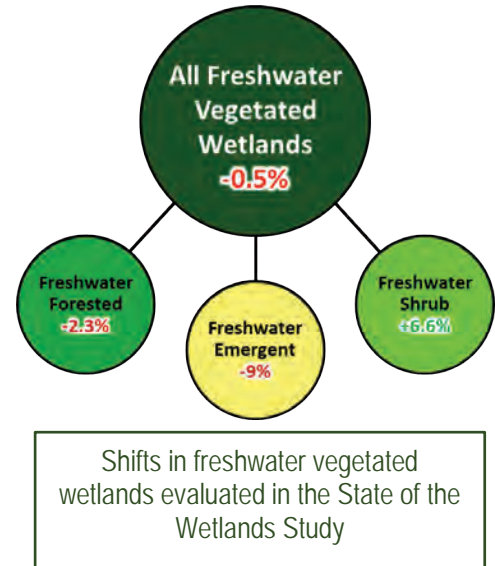
Our approach to these projects is always to use the correct tools and investigative approach for the job. That may mean performing surface water, stormwater, or groundwater monitoring to assess the impairment. Our experienced staff can perform several different types of hydrodynamic modeling (e.g., ICPR4, HEC RAS, RMA2, MIKE suite, MODFLOW, SWMM, etc.), water quality modeling (e.g., RMA4, MODFLOW-MT3D, etc.) and water



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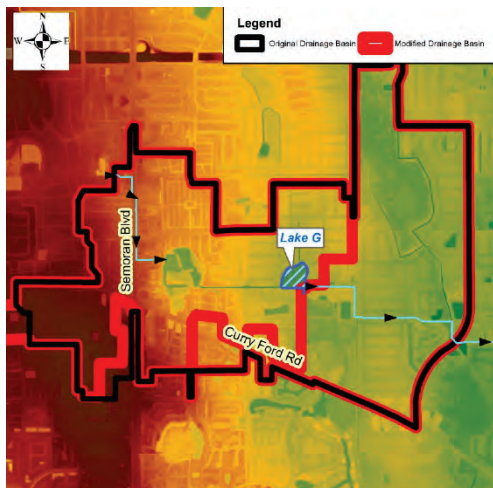
quality statistical analysis for all types of water systems, which can take the measured data we collect and apply it across regions of interest to gain knowledge of the natural system.

Impairments in natural systems can also be evaluated through ecological indicators, such as wildlife utilization, habitat suitability, invasive species encroachment, and more. As development in Volusia County continues to expand, inventorying the County's natural resources will be critical to promote smart, sustainable growth that protects valuable wetlands and wildlife and prevents further water quality degradation. Our team has recently completed the Orange County State of the Wetlands study, which evaluated changes in wetland habitat type (ex. freshwater marshes) acreage, fragmentation, and successional shifts from the year the County's wetland permitting regulations began (1987) to the present day. We also evaluated the functional health of wetland mitigation sites that were permitted at least 10 years ago, studying wildlife utilization and other ecological health indices at over 50 sites encompassing 5 different wetland habitat types. A modeling component was also completed that evaluated changes to wetland hydrology resulting from typical stormwater management development practices.



Results of the study indicated that wetlands had declined in both acreage and function, and that wetlands provide water quality and flood reduction benefits to surrounding communities. This study served as the scientific basis that drove a complete overhaul of Orange County's wetland permitting regulations. Working with County staff, we developed a new wetland protection ordinance (adopted in 2023) that is based on strategic ecological goals and protecting wetland systems and vulnerable habitats.

Watershed Management Planning, H&H Modeling and Pollutant Load Modeling



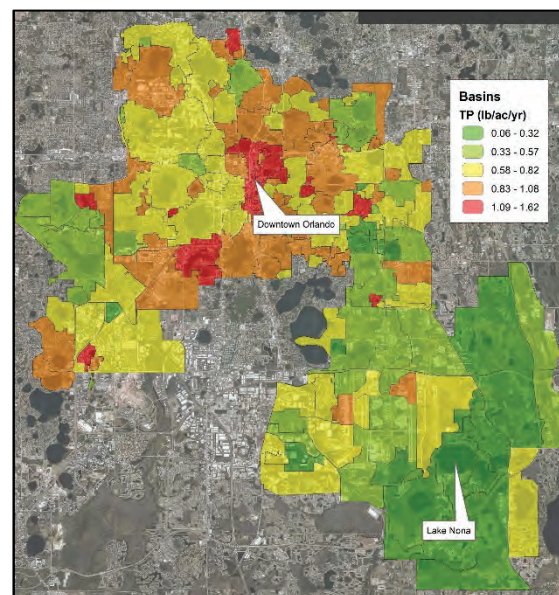
Everyday our staff perform watershed management planning for municipal, county, and water management district clients. We are experts at stormwater master plans and hydrologic and hydraulic modeling. Our primary H&H tool is ICPR4, which we have used for 1D and 2D surface water systems, as well as integrated 2D surface and groundwater modeling. Our team has been highly ranked by the Southwest Florida Water Management District for watershed modeling work. Our project manager, Lee Mullon, has performed watershed modeling for over 10 years and formerly taught ICPR4 for upper-level students at the University of Central Florida. Lee, as well as senior engineers Elizabeth Tuke, PE, and Max Wallace, PE, are certified floodplain managers and are working with local governments to implement and manage their floodplains and

FEMA community rating system. Collectively, our staff have performed over 1,000 square miles of watershed modeling and assessments within the state.

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We are currently working for Orange County and Seminole County on updating their watershed master plans. For Seminole County, we are the lead H&H modeling team developing the ICPR4 and geographic watershed information system (GWIS) deliverable for the 55 square mile Howell Creek system, and for Orange County we are working on integrating survey information into a GWIS format for modeling of the 131 square mile Big Econlockhatchee River watershed. For the City of Orlando, we are working on a citywide (160 square mile) 2D flood model using TUFLOW, a rapid watershed modeling software, to assess citywide flood vulnerability.

Our approach to watershed management planning is to always use available information where viable and to limit the acquisition of new data that can greatly increase project costs. Using the available statewide lidar data, statewide impervious area coverages, available soil information, etc., we have much of the information we need at our desktop already. Often, acquiring the needed stormwater inventory data can be a challenge, though this information can often be digitized from available environmental resource permit information and the County's stormwater GIS asset management system. Once the information is in place, we develop watershed models to the needed level of detail, be it coarse planning level models or high-resolution models needed for capital improvement conceptualization and flooding level of service. We are also capable of performing design storm and continuous simulations as each project may require.



Along with watershed modeling, pollutant load modeling is a helpful tool that can quickly, and cost-effectively, analyze pollutant load 'hot spots' within a jurisdiction. Due to the literature-derived nature of these models, they can be very sensitive to user input and therefore require experienced teams to ensure that proper assumptions and modeling techniques are used. For the City of Orlando, Drummond Carpenter developed a city-wide pollutant loading model using the SIMPLE Seasonal model. This GIS-based model incorporates land use, soils, impervious area, stormwater BMPs, point sources, and groundwater sources to provide a comprehensive view of pollutant loading. For the City, we used this model with available water quality monitoring data and showed through spatial statistics that the Pollutant Load Model accurately predicted where water quality would generally be good or poor, thus demonstrating its utility as a planning tool.

Engineering Analysis and Design and Permitting of Capital Improvement Projects

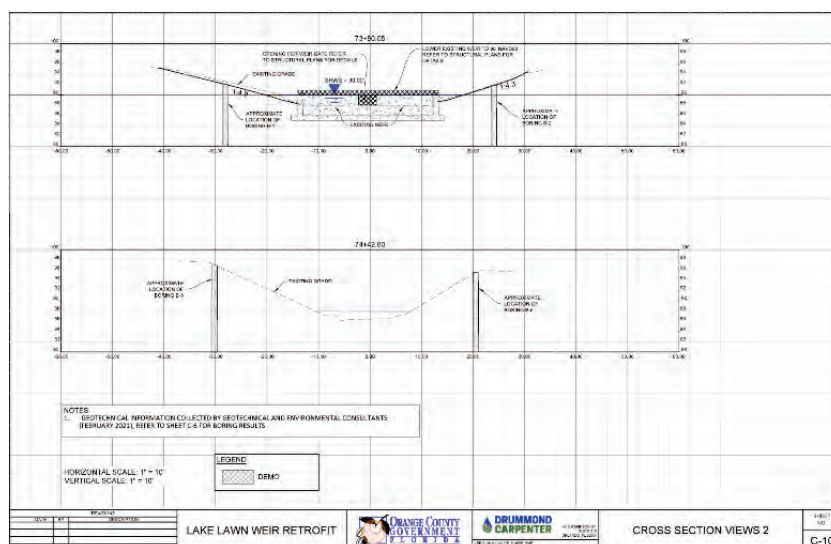
Our team approaches each design project with the goal of preparing a complete set of construction documents and specifications that are accurate and provide a practical, sustainable design that contractors can readily understand and execute within budget and schedule.

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Professional Stormwater and Environmental Engineering Services

Project Approach (16.4)

Thorough planning is critical to identifying all aspects of each project – whether known or unknown. Based on our team’s years of design, permitting, and construction experience, we use a standardized method during the data collection and preliminary engineering phase of a project, including checklists to identify site constraints such as soil, groundwater, topographic, habitat, cultural, and regulatory issues. During this phase, we will investigate everything that might impact the project, such as existing utilities, easements, right-of-way, zoning, development restriction data, and future planned improvements.



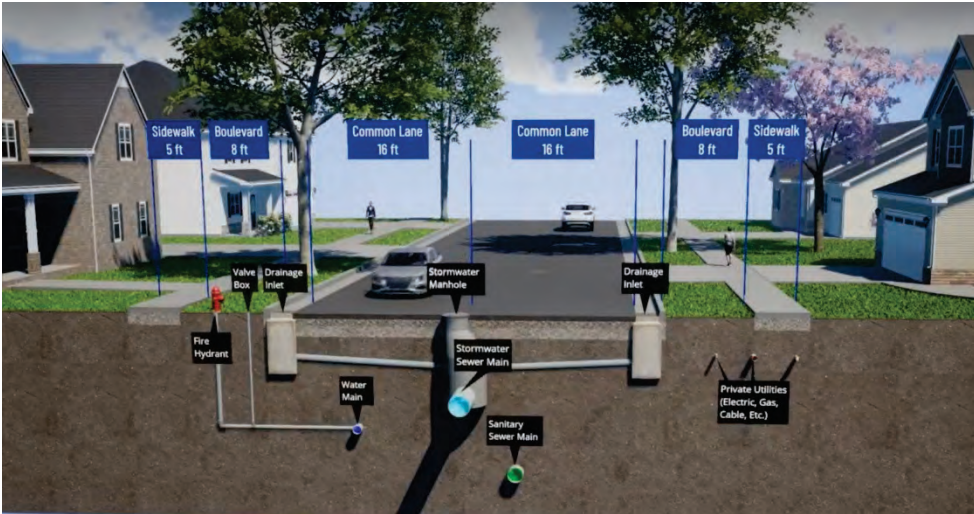
The purpose of the preliminary engineering phase (30%) is to develop the basic design concept, including system layout, both vertical and horizontal information, general materials, and limits of construction. We will present preliminary engineering documents to the County for review to inform and confirm general agreement on the design's direction to ensure it will meet the County's goals and expectations.

Once we complete preliminary design, the next phase (typically 60%) will focus on any outstanding constraints that may impact the design. The design will be adjusted as required while we further develop design systems and details and ensure the updated design is still compatible with existing site surrounds. We also will prepare technical specifications during this phase to define all products that will be used in construction, the quality and industry standards the contractor will adhere to, and the roles and responsibilities of owner, engineer, and contractor. We will submit 60% design systems and major details and materials and provide a draft of the specifications defining the execution of the work.

Our 90% design plans will incorporate the County's comments, provide additional clarifying notes and details, and involve a thorough internal quality control review of all documents. This review will include a check on the coordination of the specifications with the design plans. Additionally, the 90% design plans typically will be used for the permit submittal documents. We will incorporate comments from any permit agency and the County into the 90% plans prior to signing and sealing them. Our long experience will ensure that we optimize designs to make maximum use of the available construction budget.

Additionally, our CAD team is experienced and versatile with creating compelling designs and visualizations that may be useful during stakeholder involvement or for portraying difficult-to-understand design concepts. We have developed visualizations for large capital improvement projects, such as highway design, complete streets retrofits, and stormwater BMPs. These visualizations are often

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underappreciated, as they can be developed at low cost and deliver high value when communicating the intent of capital improvement, especially to resident stakeholders.

We accomplish this by investing in the latest CAD, GIS, modeling, and graphics design software and training our staff to use these tools. We maintain multiple concurrent ArcGIS

licenses, AutoCAD infrastructure software suites, and professional design software that our team is competent in using.

Other Stormwater/Environmental Needs

An important consideration for the County is that **Drummond Carpenter does not have a contract with FDEP for TMDL or similar water management services, and therefore has no conflict of interest.** This is important if the county disagrees with pollutant loadings or allocations developed by the state or the state's consultants, which can easily occur. Since Drummond Carpenter has no such commitment to the state, we would **only represent Volusia County** on such matters and would let science dictate our opinions without concern for conflicts of interest with state stakeholders. Project Manager Lee Mullon has been accepted as a subject matter expert in stormwater and environmental matters by Florida courts of law and has successfully argued against environmental regulatory decisions of the state, in favor of his client.

Approach to Successful Project Completion

Successful project management requires the timely and accurate completion of projects, often when simultaneously performing multiple projects. Effective internal and external client communication at all stages of a project — from Initiation to Closure — is key in developing an effective project management plan for each task assignment and ensuring all projects seamlessly proceed through the project lifecycle. Drummond Carpenter is committed to providing the County of Volusia the resources needed to complete multiple projects simultaneously.

As an example of us meeting this commitment, we routinely are provided with several task orders from Orange County Environmental Protection and Stormwater Divisions to perform engineering services very similar to those listed on this RSQ. Through our partnership with Orange County, we have doubled our Florida staff in the last five years, bringing on several professional engineers, geologists, and other certified scientists to implement the projects on schedule and on budget. Through this work, we have achieved a #1 ranking with the Environmental Protection Division on the last two continuing water quality professional services contracts and are often told that we are the 'go to team' to complete difficult assignments.

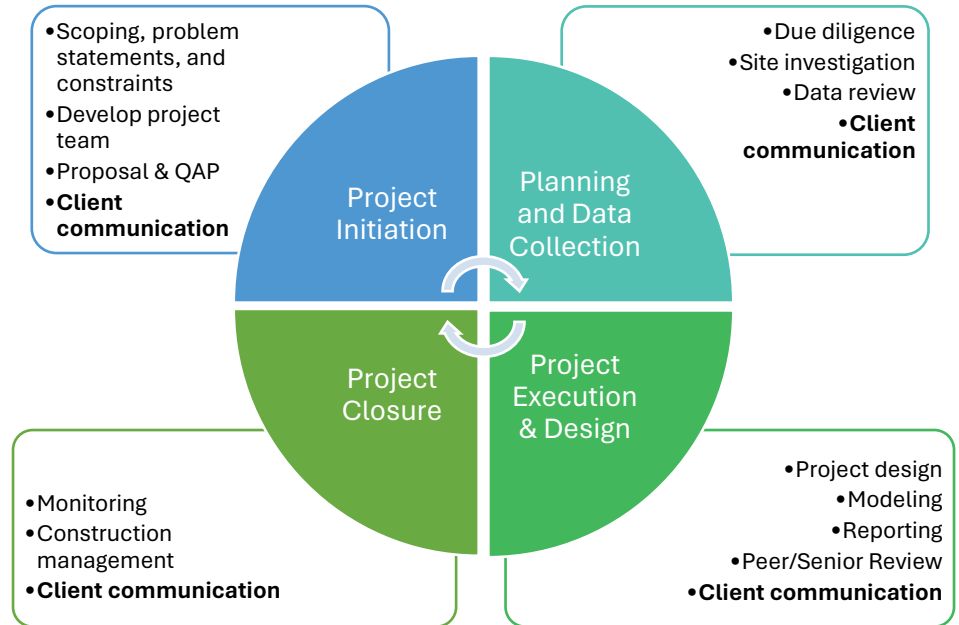
When Drummond Carpenter is assigned a project, Project Manager Lee Mullon, PE, CFM, BC.WRE, PMP will meet or have a phone discussion with the County Project Manager to detail the problem description and project goals, usually within one or two business days of initial contact. We will then review GIS data from available online sources as well as our own internal data library to determine what

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information already exists (e.g., topographic data, stormwater drainage inventory, previous surveys, geotechnical reports) for cost control and what new information may need to be collected.

Drummond Carpenter will then select the project team based on the expertise needed to complete each project, with Lee and Chad taking lead technical and oversight roles. We will submit a scope of services proposal with budget, schedule, and subconsultant backup documentation, usually within two to three weeks.

Projects will typically require some or all of the following: (1) project kick-off meeting to reiterate project goals and identify key stakeholder engagement needs; (2) detailed desktop review, which was initiated during the proposal phase, to organize and process project data; (3) field work and data collection, which may include topographic survey needs, geotechnical investigations, and ecological reviews; (4) analysis of existing conditions, often using hydrologic and hydraulic (H&H) models, or other quantitative means, to analyze problem areas; (5) conceptual improvement or alternatives analysis with report; (6) final engineering design and bid/construction document generation; (7) environmental/local jurisdiction permitting; (8) public engagement (if necessary) to develop communication rapport with stakeholders; (9) post-design services that may include partial to full-time construction oversight and inspection; and (10) project certification and close-out.



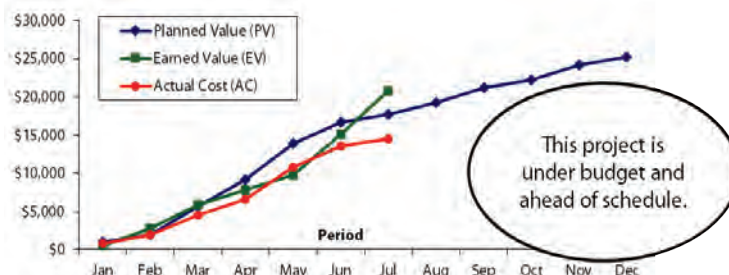
Coordination of Scope of Work

At the initiation of a project, Lee will provide multiple channels to communicate with the County Project Manager so that he is always accessible to County staff. Weekly (or more or less frequent, as requested by County staff) status updates will be provided to the County Project Manager to maintain communication. Periodic meetings also will be scheduled throughout the project execution and design phase to ensure project objectives are kept on track to avoid scope creep. Project close-out will be communicated to the County after all final deliverables and tasks have been completed. Lee will provide invoices generally based on percent complete milestones and will include status updates to the County's Project Manager.

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Project Schedule Control

Drummond Carpenter will develop a detailed project schedule at the time of proposal development and share it with the Project Team. Each schedule will be organized by project task, subtask, and milestones/deliverables. Any scheduling items requiring County's input and review will be estimated and provided to the County Project Manager for confirmation to account for internal County processes. Using each schedule, Drummond Carpenter will identify and communicate critical paths to the County and all Project Team members and subconsultants.



Project Manager Lee Mullen will generate reports and other deliverables on time for internal quality assurance and quality control (QA/QC) procedures and to maintain project schedule. Should project conditions cause a potential schedule delay, he will investigate the problem and reallocate resources as necessary to make up lost time, or he will work with the County to establish new dates for completing tasks. Drummond Carpenter's history of working in similar stormwater project assignments provides us the experience to limit and address schedule erosion that could occur during the life of each project. Additionally, the Project or Task Manager will provide regularly scheduled status updates to the County Project Manager that include detailed project schedule updates to fully communicate project status.

Cost Reduction Measures

Drummond Carpenter understands municipalities must operate within established, constrained budgets. As a locally owned small business headquartered in the adjacent Orange County, Drummond Carpenter generally has a lower overhead expense compared to larger firms, which we pass onto our clients as a cost savings. Drummond Carpenter will scrutinize the budgets of subconsultants and equipment-related fees to provide the County with costs that are commensurate to the project needs. For capital improvement design projects, Project Manager Lee Mullen will perform value engineering review on recommended designs to limit future construction costs to the County.

Reporting Hierarchy

Project Manager Lee Mullen is responsible for overseeing all projects, team members, and subconsultants and maintaining the project schedule. Lee will work each day with Principal-in-Charge Chad Drummond sharing responsibility for providing project resources and overseeing technical aspects for each project. Task elements will be delegated to other staff and subconsultants as needed to complete the project assignment, with all reporting and technical deliverables submitted through the Project Engineer and Project Manager before being issued to the County. Chad will be responsible for ensuring that the Project Team has sufficient resources to meet the County's needs.

Quality Assurance and Quality Control

Drummond Carpenter maintains strict policies on quality assurance (QA) and quality control (QC) procedures. Our approach is to assess the level of QA/QC warranted for each assignment based on its size and complexity, the level of accuracy required for the specific data analysis to achieve the necessary design objectives, and the applicable Standard of Care required for the work being performed.

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Project Approach (16.4)



Drummond Carpenter QA/QC Process

Drummond Carpenter begins by developing a project proposal that clearly articulates the project scope of services, objectives, schedule, and cost. In a separate effort, a Quality Assurance Plan (QAP) can be prepared that addresses the QA procedures needed for the success of the project, how to address potential risks associated with the project, and what corrective action may be needed. The QAP may include discussion of activities to address project management, work plan preparation, health and safety planning and management, data collection and management, analytical processes, engineering design, specification development, construction administration, and other work product preparation and reporting guidelines. The QAP may be a generic document used for typical assignments or may be a unique document developed for specialty projects. The QAP's intent is to develop a systematic approach to QA/QC that results in technically sound and transparent project quality.

As part of Drummond Carpenter's QA/QC program, Project Managers are provided responsibility to ensure that the QAP is successfully implemented throughout the project. For client deliverables, Drummond Carpenter implements a two-step QC effort with a peer reviewer and senior reviewer independently reviewing work products. Any comments are internally addressed prior to submitting project deliverables to the client.



16.5 FINANCIAL STABILITY

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Professional Stormwater and Environmental Engineering Services
Financial Stability (7.5, 16.5)

Financial Stability Statement

By way of this statement, Drummond Carpenter certifies that we are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the County of Volusia.



Chad Drummond, PE
CEO & President
Drummond Carpenter, PLLC

Date: 06 May 2024