



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

Between

THE COUNTY OF VOLUSIA

AND

FREESE AND NICHOLS, INC.

Contract No. 24-SQ-101KW

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

## CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This Contract made and entered by and between Freese and Nichols, Inc., duly authorized to conduct business in the State of Florida, whose principal place of business is located at 801 Cherry Street, Suite 2800, Fort Worth, Texas, 76102 (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

5.1.2.7. If authorized in the Task Assignment, the cost of other expenditures made by the Consultant that relate directly to the Scope of Work in the Task Assignment.

5.1.3. **Truth-in-Negotiation Certificate.** For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or Compensation in a Task Assignment over \$150,000.00, Consultant shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the Compensation are accurate, complete, and current at the time of contracting. Any Professional Service contract or Task Assignment under which such a certificate is required must contain a provision that the original contract price or Compensation and any additions thereto will be adjusted to exclude any significant sums by which the County determines the contract price or Compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or Compensation adjustments must be made within one (1) year following the end of the contract. Otherwise, such adjustments shall be deemed waived by the Consultant and null and void for the purposes of this Contract or the Task Assignment. The signature on this Contract by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

5.1.4. **Fixed Fee or Price & Guaranteed Maximum-Not-To-Exceed Compensation.** The total Fixed Fee or Price and Guaranteed Maximum-Not-To-Exceed Compensation for a Task Assignment shall be comprised of the total cost of the project, including all design engineering, materials, machinery, equipment, labor, temporary construction, capital spare parts, reimbursable expenses, all mark-ups for overhead and profit. In addition, the Task Assignment shall state with specificity the commencement and completion dates, all materials, contingency and escalation allowances, any and all expenses (including those referenced in Section 5.1.2 herein), and all other items of cost necessary to complete the Task Assignment, whether furnished by County, Consultant, third parties, or others. A Scope of Work for a Task Assignment specifying Compensation on guaranteed maximum-not-to-exceed basis shall allocate the guaranteed maximum-not-to-exceed price or Compensation among, and provide for payments against specified deliverables and performance.

5.1.5. **Retainage.** The County shall not withhold retainage from Compensation paid to a Consultant.

5.1.6. **Payments.**

5.1.6.1. **Punch List.** If County, in its reasonable discretion, does not consider a Project substantially complete, the County shall notify Consultant in writing giving the reasons. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment, and the certificate shall state the time within which those items shall be completed or corrected, the time to be within the contract time. Disputes regarding payments shall be resolved through the dispute resolution procedure articulated in Section 18 of this Contract.

5.1.6.2. **Approval of Final Payment.** If, on the basis of the County Project Manager's observation and review of Consultant's Work or Services performed during the Task Assignment, final inspection and review of the final application for payment and the County Project Manager's satisfaction that the work has been completed and Consultant has fulfilled all of its

obligations under the Contract Documents, County Project Manager, after receipt of the final application for payment, indicate in writing his or her approval of payment and present the application to Accounts Payable for payment. Otherwise, the County Project Manager shall return the application to the Consultant, indicating in writing the reasons for refusing to approve final payment, in which case the Consultant will make the necessary corrections and resubmit the application.

- 5.1.6.3. **Invoice Detail.** Regardless of the method of compensation, e.g., “fixed fee”, “time and materials”, or “guaranteed maximum not-to-exceed” basis, the Consultant shall submit an invoice for which Professional Services were rendered to the County in response to its request therefore upon the completion and acceptance of the services detailed in Section 3.1 herein. Each invoice shall show detailed explanations of the services accomplished by labor hours by classification, associated rates, any material or subcontracted costs and any indirect rates or costs in accordance with the prices set forth in a Task Assignment. All of the above shall sum to the total amount requested.
- 5.1.7. **Invoices.** Invoices or payment requests shall be addressed by Consultant and submitted to the County’s Project Manager. The Consultant shall submit:
  - A. ☒ A monthly statement for Professional Services rendered to the date of the statement 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](http://www.volusia.org/purchasing)), who shall have decision authority subject to the requirements of the County's Purchasing Procedures Manual for all phases of the Work, including general direction, review and approval of the Work or Services.
- 11.2. Neither the County Representative's review, approval or acceptance of, nor payment for any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to the County for all costs of any kind which were incurred by the County as a result of the Consultant's negligent performance of the services furnished under this Contract.

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

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

## **13. EXPERT WITNESS**

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

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

- 14.1. County shall have the right to audit the books, records, and accounts of Consultant and its Subconsultants that are related to this Contract. Consultant and its Subconsultants shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Contract. Consultant shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting

documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of this Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Consultant shall, by written Contract, require its Subconsultants to agree to the requirements and obligations of this Section 14.1. Audits will be subject to applicable privacy and confidentiality laws and regulations and Consultant's privacy and confidentiality policies and procedures. All audits must be performed at Consultant's home office in Fort Worth, Texas. 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:

<b>In the case of County:</b>	<b>with a copies of legal notices to:</b>
County of Volusia Attn: Director of Purchasing and Contracts Address: 123 W. Indiana Ave., Room 302 DeLand, Florida 32720 Phone: (386) 736-5935 Fax: (386) 736-5972	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Room 301 DeLand, Florida 32720 Phone: (386) 736-5950 Fax: (386) 736-5990
<b>In the case of Consultant:</b>	<b>with a copy of legal notices to:</b>
Freese and Nichols, Inc. Attn: Cory Stull, Vice President Address: 801 Cherry Street, Suite 2800 Fort Worth, Texas 76102 Phone: 713-600-6809 E-mail: cory.stull@freese.com	Freese and Nichols, Inc. Attn: Cory Stull, Vice President Address: 801 Cherry Street, Suite 2800 Fort Worth, Texas 76102 Phone: 713-600-6809 E-mail: cory.stull@freese.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.

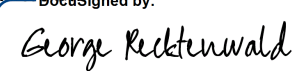
**31. WAIVER OF BREACH AND MATERIALITY.** Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach

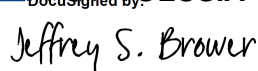
of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

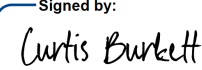

32. **SEVERANCE.** In the event this Contract or a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the extent practicable unless County or Consultant elects to terminate this Contract.
33. **ENTIRE CONTRACT.** 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 Cory Stull, Vice President (the “Authorized Signatory”) is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

Attest:  
Signed by:  
  
2265F6E1E09043E...  
George Recktenwald  
County Manager  
Date: 8/23/2024 | 21:32:20 EDT

**COUNTY OF VOLUSIA**  
Signed by:  
  
FF54386B8FD439...  
Jeffrey S. Brower  
County Chair  
Date: 8/23/2024 | 13:48:10 EDT

Attest:  
Signed by:  
  
BF082048A61C458...  
Signature  
Curtis Burkett  
Print Name  
Senior Project Manager  
Title  
Date: 7/25/2024 | 12:32:17 EDT  
Approved 08/20/2024 

**FREESE AND NICHOLS, INC.**  
Signed by:  
  
23BFF39C6B0245A...  
Signature  
Cory J Stull  
Print Name  
Principal and Vice President  
Title  
Date: 7/25/2024 | 12:02:23 EDT

Exhibit “A” – Scope of Services/Solicitation  
Exhibit “B” – Insurance Requirements  
Exhibit “C” – Freese and Nichols, Inc. Proposal

## EXHIBIT A

### Scope of Work

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

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

Exhibit B

Insurance Requirements

Required Types and Limits of Insurance Chart

Figure 1:

TYPE OF INSURANCE		
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.

# EXHIBIT C



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

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## [FREESE AND NICHOLS, INC.] 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

## Freese and Nichols, Inc. Response

### CONTACT INFORMATION

**Company:**

Freese and Nichols, Inc.

**Email:**

samantha.tedrow@freese.com

**Contact:**

Samantha Tedrow

**Address:**

801 Cherry Street  
Suite 2800  
Fort Worth, TX 76102

**Phone:**

N/A

**Website:**

[freese.com](http://freese.com)

**Submission Date:**

May 9, 2024 11:16 AM

[FREESE AND NICHOLS, INC.] RESPONSE DOCUMENT REPORT

RSQ No. 24-SQ-101KW

Professional Stormwater and Environmental Engineering Services

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## ADDENDA CONFIRMATION

Addendum #1

*Confirmed May 7, 2024 9:58 PM by Samantha Tedrow*

## QUESTIONNAIRE

### 1. Termination Language Acceptance \*

*Pass*

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

Yes

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

*Pass*

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

Yes

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

*Pass*

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

Yes

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

*Pass*

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[FREESE AND NICHOLS, INC.] RESPONSE DOCUMENT REPORT

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

Page 2

[FREESE AND NICHOLS, INC.] RESPONSE DOCUMENT REPORT  
RSQ No. 24-SQ-101KW  
Professional Stormwater and Environmental Engineering Services

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

Yes

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

*Pass*

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

Yes

**6. Public Records\***

*Pass*

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

Yes

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

*Pass*

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

Yes

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

*Pass*

## [FREESE AND NICHOLS, INC.] RESPONSE DOCUMENT REPORT

RSQ No. 24-SQ-101KW

Professional Stormwater and Environmental Engineering Services

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

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

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

Cory Stull, Vice President/Principal (see Memorandum of Authority provided in the Letter of Interest document)

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

Please indicate response.

No

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

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

N/A

**11. Scope of Services \****Pass*

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



[FREESE AND NICHOLS, INC.] RESPONSE DOCUMENT REPORT  
RSQ No. 24-SQ-101KW  
Professional Stormwater and Environmental Engineering Services

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Yes

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

*Pass*

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

Yes

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

*Pass*

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

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

FNI\_County\_of\_Volusia\_Insurance\_Certificate.pdf

**14. Hold Harmless Agreement.**

*Pass*

Please download the below documents, complete, and upload.

Only upload if applicable in accordance with Florida Law.

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

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

[FREESE AND NICHOLS, INC.] RESPONSE DOCUMENT REPORT  
RSQ No. 24-SQ-101KW  
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## 15. Forms

### PROPOSAL FORM \*

*Pass*

Please download the below documents, complete, and upload.

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

FNI\_-\_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.

FNI\_Letter\_of\_Interest.pdf

### W9\*

*Pass*

Please attach current W-9 Form.

W-9\_Signed\_-\_FNI\_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

## [FREESE AND NICHOLS, INC.] RESPONSE DOCUMENT REPORT

RSQ No. 24-SQ-101KW

Professional Stormwater and Environmental Engineering Services

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

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

No

ENTER EXPLANATION OF THE CONFLICT OF INTEREST AS INDICATED ABOVE.

*Pass*

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

N/A

PROHIBITION AGAINST CONTINGENT FEES \*

*Pass*

Please download the below documents, complete, and upload.

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

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

FNI\_Prohibition\_Form\_-\_Volusia\_County.pdf

PUBLIC ENTITY CRIME \*

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[FREESE AND NICHOLS, INC.] RESPONSE DOCUMENT REPORT

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

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## [FREESE AND NICHOLS, INC.] RESPONSE DOCUMENT REPORT

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Professional Stormwater and Environmental Engineering Services

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*Pass*

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

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

Yes

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

*Pass*

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

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

## [FREESE AND NICHOLS, INC.] RESPONSE DOCUMENT REPORT

RSQ No. 24-SQ-101KW

Professional Stormwater and Environmental Engineering Services

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- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Yes

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

*Pass*

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

N/A

## SCRUTINIZED COMPANIES CERTIFICATION \*

*Pass*

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

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

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

## [FREESE AND NICHOLS, INC.] RESPONSE DOCUMENT REPORT

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List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

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

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

Yes

## DRUG-FREE WORKPLACE \*

*Pass*

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

Yes

**16. Proposal**

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

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

## [FREESE AND NICHOLS, INC.] RESPONSE DOCUMENT REPORT

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Professional Stormwater and Environmental Engineering Services

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

*Pass*

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

FNI\_Project\_Team.pdf

## FIRM QUALIFICATION DATA\*

*Pass*

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

FNI\_Firm\_Qualification\_Data.pdf

## EXPERIENCE\*

*Pass*

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

FNI\_Experience.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.

FNI\_Project\_Approach.pdf

## FINANCIAL STABILITY\*

*Pass*

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

[FREESE AND NICHOLS, INC.] RESPONSE DOCUMENT REPORT

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FNI\_Financial\_Stability.pdf





FREEAND-02

KSUTTON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2024

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

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

<b>PRODUCER</b> Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): (703) 827-2277 <b>FAX</b> (A/C, No): (703) 827-2279 <b>E-MAIL ADDRESS:</b> admin@amesgough.com
<b>INSURED</b>  Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Fire Insurance Company of Hartford A(XV) <b>INSURER B:</b> Valley Forge Insurance Company A(XV) <b>INSURER C:</b> Continental Insurance Company A(XV) <b>INSURER D:</b> Travelers Casualty and Surety Company A++ XV <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 20478 20508 35289 19038

## 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 <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7063394194	10/23/2023	10/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7063394177	10/23/2023	10/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7063394180	10/23/2023	10/23/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	7063394213	10/23/2023	10/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Professional Liab.			107930947	10/23/2023	10/23/2024	Per Claim \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

County of Volusia is included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written contract. General Liability, Auto Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Auto Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

## CERTIFICATE HOLDER

## CANCELLATION

<b>County of Volusia</b> Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 Deland, FL 32720	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
--	---

FNI has more than 4 employees; therefore, this form is not applicable.

## HOLD HARMLESS AGREEMENT

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

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

On \_\_\_\_\_, 20\_\_\_\_, the County of Volusia and I or (*the above-named business*) entered into a Contract for \_\_\_\_\_ (*please insert name of Contract*) (hereinafter "Agreement") which is incorporated by reference herein.

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

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

*Owner:* \_\_\_\_\_ *(print name)* \_\_\_\_\_  
*(signature)*

*Employee 1:* \_\_\_\_\_ *(print name)* \_\_\_\_\_  
*(signature)*

*Employee 2:* \_\_\_\_\_ *(print name)* \_\_\_\_\_  
*(signature)*

*Employee 3:* \_\_\_\_\_ *(print name)* \_\_\_\_\_  
*(signature)*

---

*STATE OF* \_\_\_\_\_  
*COUNTY OF* \_\_\_\_\_

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

\_\_\_\_\_  
*NOTARY PUBLIC – STATE OF* \_\_\_\_\_  
*Type or print name:*

\_\_\_\_\_  
*Commission No.:* \_\_\_\_\_  
*Commission Expires:* \_\_\_\_\_

*(Seal)*

**PROPOSAL FORM**

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

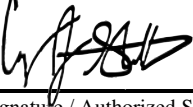
I hereby certify that I have read and understand the requirements of this Request for  
Statement of Qualifications and that I, as the proposer, will comply with all requirements, and  
that I am duly authorized to execute this proposal/offer document and any contract(s) and/or  
other transactions required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

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

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

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

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

x 

Signature / Authorized Signatory

**Cory Stull**

Printed Name

**Vice President/Principal**

Title

**05/08/2024**

Date

**Freese and Nichols, Inc.**

Company Name

**801 Cherry Street, Suite 2800; Fort Worth, Texas 76102**

Full Address

**713-600-6809**

**817-735-7491**

**cory.stull@freese.com**

Telephone

Fax

E-mail Address

**07-317-7362**

**75-1531935**

Dun & Bradstreet #

Federal I.D. #

May 9, 2024

Kathy Williams  
Procurement Manager  
Volusia County  
123 W. Indiana Avenue, Room 302  
DeLand, Florida 32720

RE: Professional Stormwater and Environmental Engineering Services –  
RFQ No. 24-SQ-101KW



386-868-0015 | freese.com  
4 Office Park Drive, Pod 3  
Palm Coast, FL 32137

Dear Ms. Williams and the Selection Committee:

Freese and Nichols, Inc. (FNI) has assembled a multidiscipline team dedicated to partnering with Volusia County to deliver quality professional engineering services toward this important contract, on time and on budget. We recognize the County is experiencing growth challenges, aging infrastructure, increased flood conditions and reduced responsiveness from consultants. FNI can partner with you on addressing these issues as we believe we are the right team to help maximize the available capital improvement plan (CIP) budgets to manage public infrastructure projects. In this statement of qualifications (SOQ), we have detailed many reasons why the FNI team is the ideal choice for this contract, including:

**Experienced Local Leadership:** Project Manager Curtis Burkett has performed nearly four decades worth of on-call civil engineering designs for various cities and counties throughout his career and has designed **more than 100 stormwater systems within Volusia County alone**. He has previously been under contract with Volusia County while at other firms and worked directly with the Road and Bridge Division under previous Continuing Stormwater and Environmental Engineering contracts as well as providing numerous designs for the Engineering Division. He worked closely in the past with Judy Grim and Ben Bartlett while working under previous continuing stormwater contracts. He also worked closely with Scott Martin for various roadway design projects. Further enhancing his connection to Volusia County, Curtis has also done work for Jessica Fentress associated with Coastal design services and works well with Mr. Tadd Kasbeer and Ms. Storm Kazmierczak, having previously worked together at a local Ormond Beach engineering firm. Curtis was also the Engineer of Record for all land-side elements of the Daytona International Airport which was awarded FDOT Airport of the Year at the time of completion. **From beginning his career in 1985 in Daytona Beach at Charles E. Burkett & Associates, Inc. through the last four decades, Curtis has continued to provide high quality, constructible designs for various public and private clients within the Volusia County area and continues to provide these services to this day.** He has been a local resident for almost 60 years, and currently resides within the City of DeLand.

**Experts Who Are Familiar with Volusia County:** In addition to Curtis' long-standing experience working in and with Volusia County, our team includes Matt Goolsby and Dan Hammond who have both worked extensively with the County. Matt is an experienced Water Resources Engineer with more than 15 years of success in civil and environmental engineering, specializing in stormwater and floodplain management. His work in Volusia County includes outfall assessments for the Halifax River and St. Johns River, helping the County with a proactive approach to identifying innovative solutions to addressing impaired water bodies. Dan Hammond is a water quality expert with more than 20 years experience



## Commitment to Quality

**FNI is the first engineering and architecture firm to receive the Malcolm Baldrige National Quality Award.**

The Baldrige Award is a prestigious national recognition that promotes excellence in organizational performance, recognizes the achievements of U.S. organizations and publicizes successful performance strategies.

We were one of seven businesses to be recognized in 2010, and one of three recognized in the small business category.



386-868-0015 | freese.com  
4 Office Park Drive, Pod 3  
Palm Coast, FL 32137

working with Total Maximum Daily Load (TMDL) development and implementation and providing Basin Management Action Plan (BMAP) support to clients throughout Florida. His experience includes BMAP support for Volusia County regarding Volusia Blue Spring, the St. John's River, and Lakes Harney and Monroe. **These familiar faces will build on their understanding of the County to provide innovative solutions for assignments under this contract.**

**Technical and On-Call Experience:** We understand how to deliver within an on-call program and are currently performing on-call professional services on a work authorization basis for multiple local governments. **FNI has recently completed or is currently engaged in 200+ on-call/task order-related projects.** In Florida, we are currently providing on-call services for the City of DeLand, City of Ormond Beach, JEA, Nassau County, City of St. Petersburg, City of Tampa, Manatee County and Pasco County. Our team members are experts in their fields, ready to provide innovative and cost-effective solutions to your engineering challenges.

**Multidisciplinary Team Approach to Provide Responsive Service:** Our primary focus remains being a **trusted advisor** to our clients. Whether we are providing strategic CIP assistance, funding assistance or full design, documentation and construction services, what drives our work is the alignment with clients' institutional goals. All FNI offices are linked through the latest technology and knowledge databases. Our menu of services is fully integrated across all our disciplines to deliver projects effectively and to verify that each project receives the benefit of the specific knowledge of every professional within our organization. Our goal is to capture the full creativity, innovation and technical proficiency of every team member regardless of office or project location.

We are excited about the opportunity to work with the County under this professional services contract. Please contact us directly with any questions regarding our qualifications.

Sincerely,

A handwritten signature in blue ink, reading 'Curtis Burkett'.

Curtis Burkett, PE, LEED AP  
Project Manager  
386-453-1028 | curtis.burkett@freese.com

A handwritten signature in blue ink, reading 'Cory Stull'.

Cory Stull, PE\*, CFM  
Vice President/Principal-in-Charge  
713-600-6809 | cory.stull@freese.com  
*Authorized Agent of the Firm*  
*\*Licensed outside of Florida*



817-735-7300 | freese.com  
801 Cherry Street  
Suite 2800  
Fort Worth, Texas 76102

## CORPORATE RESOLUTION FOR CONTRACT EXECUTION

Resolved, that after Freese and Nichols' review and approval process of subject documents, any Officer or Vice President of Freese and Nichols, Inc. (FNI) – named in the listing attached hereto and made part hereof - be and are hereby authorized and empowered to sign any and all documents on behalf of FNI, and,

Resolved, that after FNI review and approval process of subject documents, all Associates of FNI, – a current listing attached hereto and made part hereof be and are hereby authorized and empowered to sign any amendment, task authorization, task order or other like document which changes the scope and/or value of an existing professional services agreement whose values does not exceed \$75,000 on behalf of FNI, and,

Resolved, that after FNI review and approval process of subject documents, the Risk Manager of FNI, – a current listing attached hereto and made part hereof be and are hereby authorized and empowered to sign any and all documents on behalf of FNI whose value does not exceed \$250,000.

Resolved, that after FNI review and approval process of subject documents not related to professional services agreements, the Building Services Manager of FNI, – a current listing attached hereto and made part hereof be and are hereby authorized and empowered to sign any and all documents on behalf of FNI whose value does not exceed \$50,000.

Resolved that after FNI review and approval process of subject documents related to Subconsultant agreements, a Contract Administrator, whose name is in the listing attached hereto and made part hereof be and are hereby authorized and empowered to sign any and all documents related to subcontracted services on behalf of FNI whose value does not exceed \$250,000.

*Resolved that after FNI review and approval process of subject documents and after appropriate execution of documents, all Officers, Vice Presidents, Associates, Contract Administrators, and Risk Manager, be named by the Board as "authorized agents" of FNI in regard to executing Form 1295 (Disclosure of Interested Parties) form.*

IN WITNESS WHEREOF, I have hereunto affixed my signature this 22<sup>nd</sup> day of April 2024.

Robert F. Pence, Chairman



## Authorized Agent for this Contract:

Cory Stull, PE\*, CFM | Vice President/Principal-in-Charge

713-600-6809 | cory.stull@freese.com

\*Licensed outside of Florida

Corporate Resolution for Contract Execution

April 22, 2024

Page 2

Documents – Any and All Officers & Vice Presidents		Any Amendments – Up to \$75K Associates			Documents Up to \$250K Risk Manager/ General Counsel – Director Risk & Compliance
Brian C. Coltharp	Nick Lester	Holly Ahumada	John Fishburne	Kirk Millican	Will Allanach
Robert F. Pence	Scott Maughn	Jon S. Albright	Andrew Franko	Erin Mills	Jace Houston
Jeff Payne	Sam Meisner	Will Allanach	Charles Gaddy	Muna Mitchell	Documents up to \$50K Building Services Manager
Gwen Perez	Krista Bethune-Melnar	Robert Allen	Bregger Garrison	Kevin Morris	
Tricia H. Hatley	Cindy P. Milrany	Corey Anderson	Coby Gee	Janis C. Murphy	Erin Rider
Alan D. Greer	Charley Mock	Jessica Andrews	Brian Glynn	Ryan Ogenorth	
Thomas Haster	Dustin Mortensen	Rolando Ayala	Lissa Gregg	Justin Oswald	Subconsultant Agreements, Authorizations up to \$250K Contract Administrator
Kevin R. Johnson	David Munn	Peter Bartels	Michael Griffith	Krista Paredes	
Jason D. Afinowicz	Vimal Nair	Chris Belk	Liz Grindstaff	Kimberly Patak	Stephanie Bedison Sharon James
Charles Archer	James Naylor	Dustin Blaylock	Tony Grubbs	Giancarlo Patiño	
Jared Barber	Stephanie Neises	Tony Bosecker	Scott Haberstroh	Mark Pauls	Attesting Contracts
Clayton Barnard	John M. New	Scot Bowman	Will Hackett	David Payne	
David Bennett	Hector Olmos	M. Leslie Boyd	Allison Hage	Ashley Poe	Officers, Vice Presidents, and Associates Contract Administrators Operations Analysts Assistant Corporate Secretary Risk Manager Notaries
Gennady Boksiner	Robb Otey	Brian Bresler	Jeff Hammond	Dustin Pope	
Wendy Bonneau	Murphy Parks	Brett Bristow	Daniel Harrison	Eric Potts	Attesting Corporate Seal
Chris Bosco	Adam Payne	Emily Brown	Henry Hartshorn	Amanda Powers	
JaNette Bridgewater	Anthony Pevec	Kenneth Bruce	Wayne Hartt	Richard Provolt	Corporate Secretary Treasurer Assistant Corporate Secretary
Jessica L. Brown	Michael V. Reedy	Andrea Bryant	Alan Hendrix	Ishita Rahman	
Melissa Brunger	John L. Rutledge	Sheldon Buck	Jace Houston	Ryan Ramsey	Executing Form 1295-Disclosure of Interested Parties
Kimberly Buckley	Matt Shafer	Todd Buckingham	Gregg Hudock	Nina Reins	
Robert W. Chambers	Trey Shanks	Juan Bujanos	Mark Ickert	Steven Rhodes	Officers, Vice Presidents, and Associates Contract Administrators Operations Analysts Assistant Corporate Secretary Risk Manager
Cody Cockroft	Robin Shermer	Layne Bukhair	Kira Iles	Jeremy Rice	
Scott A. Cole	Carleton Sherrer	Keith Byrne	Christine Jacoby	James Riney	Corporate Secretary Treasurer Assistant Corporate Secretary
Shad Comeaux	Juan Sierra	Bret Calvert	Bryan Janhsen	Anthony Risko	
John F. Dewar	Chad Simmons	Cullen Carlson	Sharon James	David Rivera	Executing Form 1295-Disclosure of Interested Parties
Bryan Dick	Gary T. Soward	Matt Cartwright	Ian Jewell	Kendall Ryan	
Larry P. Eckersley	Chance Sparks	Van Cashen	Stephen Johnson	Jerome W. Scanlon	Officers, Vice Presidents, and Associates Contract Administrators Operations Analysts Assistant Corporate Secretary Risk Manager
Murali Erat	Cory Stull	Nick Cecava	Garrett Johnston	Dane Schneider	
Erin Flanagan	Chris Trevino	Naveen Chillara	Parris Jones	Michael Schuster	Executing Form 1295-Disclosure of Interested Parties
James E. Gibson	Victor M. Vasquez	Jason Cocklin	Simone Kiel	Winston Silvia	
Russell L. Gibson	Coy Veach	Aaron Conine	Kevin Kiniry	David Sloan	Officers, Vice Presidents, and Associates Contract Administrators Operations Analysts Assistant Corporate Secretary Risk Manager
Charles Gilman	Jason Ward	Blake Cotton	Stephanie Kirchstein	Emily Smith	
Thomas C. Gooch	Jennifer Wasinger	Tom Cross	Brad Kirksey	Russ Springer	Executing Form 1295-Disclosure of Interested Parties
Paul Green	Brad Watson	Charles Cullen	Jeff Kirkwood	Kevin St. Jacques	
Ron Guzman	Michael D. Wayts	Viraj deSilva	Nick Landes	Philip Taucer	Officers, Vice Presidents, and Associates Contract Administrators Operations Analysts Assistant Corporate Secretary Risk Manager
Edmund Haas	Richard Weatherly	Ed Dickson	Mathew LeClair	Ian Taylor	
Rich Heine	Craig Wells	Jeremy Dixon	Stanford W. Lynch	Misty Thomison	Executing Form 1295-Disclosure of Interested Parties
Jeff Hensley	Brian White	Tom Dixon	Brittney Mahlum	Shane Torno	
Clay Herndon	Chuck Wolf	Brian Edmondson	John Manning	Beever Valdez	Officers, Vice Presidents, and Associates Contract Administrators Operations Analysts Assistant Corporate Secretary Risk Manager
James Heydorn	John S. Wolfhope	Brad Endres	Wendy Martin	Jessica Vassar	
Anne Hoskins	Other	Eric Engelskirchen	Spencer Maxwell	Lisa Vitale	Executing Form 1295-Disclosure of Interested Parties
Scott Hubley		Mark Evans	Michael McBee	Michael Votaw	
Alan C. Hutson	Paula Feldman	Sandip Faldu	Steve McCaskie	Dawn Warrick	Executing Form 1295-Disclosure of Interested Parties
Brandon Huxford	(Gwinnett County, GA, Dept. of WR Contracts only, contingent upon prior procedural authorization)	Jonathan	Morgan McIlwain	Craig Wells	
David R. Jackson		Faughtenberry	Tina McMartin	Adam Young	Executing Form 1295-Disclosure of Interested Parties
Bryan Jann		Barry Fehl	Allen McRee	Colin Young	
Chris Jones		Paula Feldman	Patrick Miles	Wade Zemlock	Executing Form 1295-Disclosure of Interested Parties
Mazen Kawasmi		James (JB) Ferguson			
Heather Keister					Executing Form 1295-Disclosure of Interested Parties
James Keith					
Kendall King					Executing Form 1295-Disclosure of Interested Parties
Charles Kucherka					



Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Freese and Nichols, Inc</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <b>5</b>  Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>801 Cherry Street, Suite 2800</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Fort Worth, TX 76102</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

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

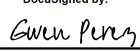
Social security number									
			-			-			
or									
Employer identification number									
7	5	-	1	5	3	1	9	3	5

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ►	DocuSigned by:  B3C985A17F6C44A...	Date ► <b>1/4/2024</b>
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## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

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

By Tony Pevec  
(Signature)

Date 5/8/2024

By TONY PEVEC, VICE-PRESIDENT  
Corporate Officer Name & Title

STATE OF Florida  
COUNTY OF Hillsborough

Sworn to/affirmed and subscribed before me this 8 day of May, 2024, by  
Tony Pevec, who is personally known to me or who has produced  
N/A - personally known as identification.

Samantha Tedrow  
NOTARY PUBLIC - STATE OF Florida

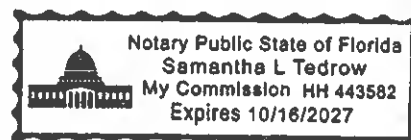
Type or print name:

Samantha Tedrow

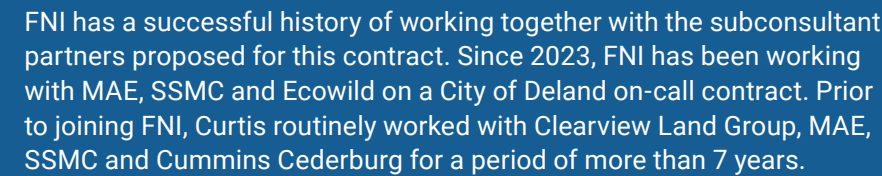
Commission No.: HH 443582

Commission Expires: 10/16/2027

(Seal)



\_\_\_\_\_





# Curtis Burkett PE, LEED AP

**Project Manager/Design Lead/Water Quality Modeling/  
Stormwater Conveyance/Regulatory Compliance/TMDL  
Implementation**

## EXPERIENCE

39 years  
2.5 years with FNI

## EDUCATION

BS, Civil Engineering,  
Florida Institute of  
Technology

## REGISTRATION

Professional Engineer,  
Florida #41841

LEED Accredited  
Professional, U.S. Green  
Building Council

## PROFESSIONAL AFFILIATIONS

Florida Stormwater  
Association, Member

American Public Works  
Association, Member

American Water Works  
Association, Member

Southeast Stormwater  
Association, Member

## CONTACT INFORMATION

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Corner Suites  
Palm Coast, Florida 32137  
386-453-1028  
curtis.burkett@freese.com

\*Prior to joining FNI

Curtis Burkett's entire professional career has focused on civil engineering in Florida. Over his 39 years of experience, he has worked for various municipalities across the state.

Curtis has a diverse background in civil engineering, stormwater engineering and utility engineering. He focuses on cost-effective solutions while meeting client needs. His management strengths lie in his ability to foster teamwork and keep projects on-task and within budget. Curtis maintains strong design and permitting knowledge and has an extensive background in partnering with state and local agencies. He is also well-versed in the design and use of green infrastructure techniques.

## RELEVANT PROJECT EXPERIENCE

### Court Theophelia Drainage Improvements | St. Augustine, FL | Project Manager

FNI is providing design, permitting, and construction services to replace aged utilities, upgrade existing stormwater infrastructure, and evaluate structural- and nonstructural-based resiliency options for the neighborhood.

### Hand Avenue Collector Road Upgrade\* | Ormond Beach, FL | Project Manager/ Project Engineer

This project included a major roadway upgrade that included a total overhaul of the existing stormwater system. This included full H&H ICPR4 modeling to improve the watershed conveyance and provide enhanced flood control with enhanced water quality improvements, LID elements, off-line treatment and nutrient reducing structures. The project also expanded the City's recreational elements associated with Central Park.

### Fleming Avenue Stormwater Analysis\* | Ormond Beach, FL | Project Manager

Curtis provided the stormwater H&H modeling analysis and design for this neighborhood flood mitigation project.

ICPR4 was used to model the existing and proposed solutions to evaluate the most cost-effective approach to reduce ongoing chronic flood conditions within the neighborhood and adjacent roadways. A technical memorandum and final construction plans package were created to allow the City to cost-effectively plan for tackling this challenging issue.

### Cardinal and Marcelle Avenue Stormwater Improvements\* | Volusia County, FL | Project Manager

This project involved planning and analysis of an existing 72-acre beachside drainage area within the Ponce Inlet community in Volusia County. Analysis was done through H&H ICPR4 modeling of the existing system to establish the current LOS and to evaluate cost-effective low-impact development methods for flood attenuation as well as water quality treatment.





## EXPERIENCE

15 years  
1 year with Clearview

## EDUCATION

MS, Environmental Engineering, University of Central Florida

BS, Environmental Engineering, University of Central Florida

## REGISTRATION

Professional Engineer, Florida #79321

Certified Floodplain Manager No. US-14-08127

Envision Sustainability Professional No. 59389

## PROFESSIONAL AFFILIATIONS

Florida Stormwater Association, Committee Member

Florida Floodplain Managers Association

## CONTACT INFORMATION

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Tampa, Florida 33609  
813-223-3919  
matt.goolsby@clearviewland.com

# Matt Goolsby PE, CFM, ENV SP

## Modeling Lead/Alternatives Analysis

Matt has 15 years of experience leading comprehensive watershed management plans, stormwater master plans and floodplain management support contracts. He has led over 16 watershed studies, most of them in ICPR4.

Matt will lead the project team on their modeling efforts. He has spent the last seven years supporting the city on a wide range of stormwater and floodplain management related services.

## RELEVANT PROJECT EXPERIENCE

### Lower Peninsula Watershed Management Plan | Tampa, FL | Engineer of Record (EOR)

The Lower Peninsula Basin, modeled in XPSWMM, encompasses more than 6,000 acres in South Tampa. The study details the modeling effort as well as the Best Management Practices alternatives analysis and prioritization for capital improvement projects. Matt also led an addendum to this contract to develop conceptual design recommendations for structural and nonstructural BMPs that consider sea level rise scenarios and associated changes in rainfall patterns (e.g., depth, duration, intensity).

### Citywide Repetitive Loss Area Analysis (RLAA) | Tampa, FL | EOR

This effort mapped repetitive loss and potentially repetitive loss properties, outreach to affected properties, site visits, review of mitigation alternatives, and documentation of findings. In total, 58 repetitive loss areas were identified within the City of Tampa. The 58 areas included 151 unmitigated repetitive loss properties, 72 historic repetitive loss properties, and an additional 130 properties that have the same or similar flood risk characteristics but have not had any on-record claims paid against the NFIP. This analysis is credited under activated 510 Floodplain Management

Planning, in which the City is currently receiving 377 points. With this effort the City of Tampa exceeded and maintained its community rating system (CRS) Class.

### Sea Level Rise Vulnerability Analysis | Tampa, FL | EOR

Matt led the City's Sea Level Rise Vulnerability Analysis of the tidally influenced stormwater system by identifying and analyzing a sample of the affected high-priority stormwater outfalls and developing a resiliency strategy that identified project locations and costs. This project was part of an FDEP Resiliency Planning Grant in which Matt assisted the City with receiving the grant funds. The study's outcomes include better informed decisions on planning and implementing capital projects, risk assessment, and code and policy updates.

### Southeast Seminole Heights Flooding Relief Design-Build Modeling Support | Tampa, FL | EOR

### SWFWMD Governing Board ICPR3 to ICPR4 Model Migration Support | EOR

### SWFWMD Squirrel Prairie BMP Alternatives Analysis | EOR



# Cory Stull PE\*, CFM

## Principal-in-Charge

### EXPERIENCE

16 years  
11 years with FNI

### EDUCATION

BS, Civil Engineering, Rice University

### REGISTRATIONS

Professional Engineer, TX\*  
#113321

Certified Floodplain Manager, Texas Floodplain Management Association, #2131-11N

### PROFESSIONAL AFFILIATIONS

Texas Floodplain Management Association, Member

American Society of Civil Engineers, Member

Bayou Preservation Association, Board of Directors, Secretary

Rice Engineering Alumni Organization, Member

### CONTACT INFORMATION

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Houston, Texas 77024  
713-600-6809  
cory.stull@freese.com

\*Licensed outside of FL

Cory Stull specializes in H&H modeling, water resources planning and design, and permitting. Cory's experience includes hydraulic modeling in support of flood-risk assessments and impact analyses, large planning and feasibility studies for water supply and flood control, stormwater management and advanced geospatial analysis using GIS.

Cory has comprehensive knowledge of drainage studies, environmental impact analysis and permitting, channel engineering and design, economic analysis and project management. He is proficient in HEC-RAS (steady and unsteady flow), HEC-HMS, HEC-GeoRAS, HEC-GeoHMS, XP-SWMM, EPA-SWMM and advanced geospatial analysis using GIS.

### RELEVANT PROJECT EXPERIENCE

#### Court Theophelia Drainage Improvements | St. Augustine, FL | Principal-in-Charge

FNI is providing design, permitting, and construction services to replace aged utilities, upgrade existing stormwater infrastructure, and evaluate structural- and nonstructural-based resiliency options for the neighborhood.

#### San Jacinto River Regional Watershed Study | Harris County Flood Control District | Senior Advisor

As a subconsultant, FNI conducted a comprehensive flood mitigation drainage master plan for the San Jacinto River Watershed's major streams (600 miles), which identified 16 regional flood mitigation projects including regional detention structures, channel improvements and sediment management.

#### Urban Flood Risk Pilot Study | Walter P. Moore | Senior Advisor

Harris County Flood Control District (HCFCD) was selected by FEMA for one of two nationwide pilot studies to develop novel urban flood risk modeling

and risk communication approaches. FNI conducted a study that evaluated deterministic and probabilistic modeling techniques to identify recommended approaches to improve understanding of risks outside of the riverine floodplain. New flood risk products and communications approaches were developed to improve how information is conveyed to practitioners and the community. Cory supported formulation of the modeling methodology and risk communication approaches, as well as the review of project deliverables. |

#### Clay Road Hydraulic Analysis | Harris County Flood Control District | Project Manager

FNI performed a hydraulic analysis for the Clay Road bridge crossing at Langham Creek. Improvement alternatives, including new bridge sections and culverts, were developed for a range of target improvement levels.



# Dane Schneider PE\*, ENV SP

## Quality Assurance/Quality Control

### EXPERIENCE

32 years  
4 years with FNI

### EDUCATION

BS, Civil Engineering,  
University of Houston

Bachelor of Environmental  
Design, Environmental  
Design in Architecture,  
Texas A&M University

### REGISTRATIONS

Professional Engineer, TX\*  
#97426

Envision Sustainability  
Professional, Institute for  
Sustainable Infrastructure,  
#30398

### PROFESSIONAL AFFILIATIONS

Institute for Sustainable  
Infrastructure, Member

American Public Works  
Association, Member

### CONTACT INFORMATION

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freese.com

\*Licensed outside of FL

Dane Schneider has extensive industry experience in engineering, architecture and planning, with an engineering career that includes 20 years of managing the planning, design and construction of public works and land development projects.

Dane served the City of Houston for 10 years as Program Manager and Stormwater Engineering Lead responsible for the delivery of the City's adopted CIP. Dane has extensive experience working with local, state and federal agencies, including HCFCF, TxDOT, USACE, FEMA and METRO.

### RELEVANT PROJECT EXPERIENCE

#### 2022 CDBG-MIT Anahuac Drainage Improvements Project | Chambers County, TX | Project Manager

FNI is providing pre- and post-funding services including coordinating with the County's grant management consultant, Public Management, Inc.

#### Upper Sabine River Flood Protection | Sabine River Authority of Texas | Staff Team

FNI is modeling a study area to evaluate existing conditions flood hazards. Flood mitigation planning is being performed to evaluate structural and nonstructural mitigation projects as well as project alternatives. Conceptual project layouts will be developed for high-level cost evaluation and planning purposes.

#### Flood Control Program | Harris County Flood Control District, TX | Stormwater Engineer

FNI serves as an extension of the District's engineering/environmental staff to manage their federally funded Disaster Recovery Program, providing on-call program management services over a multiyear period. Services included preliminary damage assessment, GIS data management, work plan development, grant/funding procurement and construction phase services.

#### Buffalo Bayou Watershed Stormwater Master Plan | City of Houston, TX | Senior Advisor

As a subconsultant, FNI developed an InfoWorks ICM storm drain system model for 18 square miles of the upper Buffalo Bayou watershed in Houston. FNI implemented a 2D rain-on-grid analysis to assess the performance of City channels, ditches and storm drain trunk lines. The team collected data to build the ICM model. The model was validated using historical flood claims from Hurricane Harvey in 2017, the 2015 Memorial Day flood and the 2016 Tax Day flood.

#### Preliminary Engineering Report | Harris County Flood Control District | Senior Advisor

FNI is preparing a Preliminary Engineering Report that describes the further development and optimization of channel and stormwater detention concepts. The project spans from Shreveport Boulevard to Tidwell Road. Optimizations that will be considered include a reinforced concrete channel with a low-flow section, a channel enclosure and wet bottom detention basins. A recommended drainage improvement project will be identified and approved by the District prior to the final engineering design.



## EXPERIENCE

21 years  
19 years with FNI

## EDUCATION

MS, Water Resources,  
Texas A&M University

BS, Civil Engineering,  
Universidad Nacional de  
Colombia

## REGISTRATIONS

Professional Engineer, TX\*  
#101213

Certified Floodplain  
Manager, Texas Floodplain  
Management Association,  
#1596-09N

## PROFESSIONAL AFFILIATIONS

Texas Floodplain  
Management Association,  
Member

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# Hector Olmos PE\*, CFM

## Watershed Evaluation and Monitoring

Hector Olmos is experienced in sizing drainage structures for roads, channels, dams, levees and pump stations; mitigating impacts from new infrastructure; floodplain mapping studies; evaluating regional solutions for flood control/mitigation; and preparing CLOMRs and LOMRs.

Hector's background includes advanced hydraulic modeling, calibrating H&H models, providing forensic analysis after major storms, supporting 408 permit applications, preparing drainage master plans, conducting dam/levee breach analyses, Probable Maximum Flood (PMF) development, and developing gate operation plans for dams.

## RELEVANT PROJECT EXPERIENCE

### Upper Sabine River Flood Protection | Sabine River Authority of Texas | Senior Advisor

FNI is modeling a study area in the northern Sabine River basin to evaluate existing conditions flood hazards. Flood mitigation planning is also being performed to evaluate structural and nonstructural mitigation projects as well as project alternatives. Conceptual project layouts will be developed for high-level cost evaluation and planning purposes.

### Settlers Park and Sugar Lakes Drainage Study | City of Sugar Land, TX | Project Manager

FNI developed comprehensive 1D/2D hydraulic models using InfoWorks ICM to assess existing drainage system performance in the Chimneystone, Austin Park, Settlers Park, and Sugar Lakes neighborhoods. A range of alternatives were developed to improve drainage system performance according to City design and performance criteria. Cost estimates and comparisons of hydraulic performance were developed to identify recommended alternatives.

### Austin Park and Chimneystone Drainage Improvements | City of Sugar Land, TX | Senior Advisor

FNI provided design implementation and cost estimation services for the construction of storm sewer improvements in the Austin Park subdivision. FNI also designed approximately 5,000 LF of new flood control channel along the eastern boundary of the Chimneystone subdivision from Austin Parkway to south of Highway 6.

### Ashland Tract Drainage Review Support Services | Brazoria County, TX | Senior Advisor

FNI is providing on-call services to review the City's drainage study, plan, and other development submittals for the proposed 880-acre Ashland Development. FNI is functioning as an extension of County staff to support timely review, comment resolution, and compliance of applicant submittals.

\*Licensed outside of FL





# Cindy Lu

## Watershed Evaluation and Modeling

Cindy Lu's civil and environmental experience includes water resources, land development, public works, utilities and eminent domain projects.

Cindy is familiar with governmental permitting processes and has provided design and assistance in coordination with team members to reach submittal deadlines. Her working experience with software programs includes but is not limited to AutoCAD Civil 3D, Bentley, BlueBeam, CulvertMaster, EPANET, GIS, FlowMaster, HEC HMS, ICPR, Insight Maker, MATLAB, Microsoft Office, R Studio, SolidWorks and WaterCAD.

### EXPERIENCE

1.5 years  
.5 years with FNI

### EDUCATION

BS, Environmental Engineering, Florida Gulf Coast University

### CONTACT INFORMATION

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cindy.lu@freese.com

### RELEVANT PROJECT EXPERIENCE

#### Emergency Support Services | Florida Division of Emergency Management | Hydraulic Modeling

As a consultant, FNI is assisting with the conducting of engineering reviews and benefit cost analysis in accordance with FEMA requirements.

#### Flood Infrastructure Fund Grant Study | Chambers County, TX | Hydraulic Modeling

FNI performed a regional flood protection planning study to assess existing flood hazards and develop flood mitigation measures that reduce the risk and severity of damage from flood waters. On behalf of the County, FNI submitted an application for financial assistance to the TWDB FIF program, which was approved.

#### Santa Rosa\* | Okaloosa County, FL | Graduate Civil Engineer

Cindy analyzed and compiled stormwater results by modeling existing and proposed conditions in ICPR. She produced the plan set using AutoCAD Civil 3D to design drainage and ditch design systems in Florida Department of Transportation (FDOT) Open Road Design. Cindy collaborated with other team members to evaluate and analyze onsite field data for future and ongoing projects with an emphasis on pipeline, pump station, and drainage design.

#### US 98 and I-75 Eminent Domain\* | Hillsborough County, FL | Graduate Civil Engineer

Cindy led multiple eminent domain projects that required regular coordination with the clients, engineers, architects, land planners, and junior staff to produce land planning/engineering report and exhibits from Hillsborough County. She attended multiple site visits with FDOT and the county to inspect and obtain a hands-on understanding of the conditions around the project that will be built.

#### Manatee County Eminent Domain\* | Manatee County, FL | Graduate Civil Engineer

Cindy trained junior staff to lead and create template for upcoming multiple eminent domain projects in Manatee County. She prepared multiple engineering report and sketches for FDOT's right-of-way acquisitions.



# Mark Pauls PE\*, CFM

## Watershed Evaluation and Modeling/Alternatives Analysis/ Preliminary Design

### EXPERIENCE

10 years  
10 years with FNI

### EDUCATION

MS, Civil Engineering, Texas  
A&M University

BS, Civil Engineering, Texas  
A&M University

### REGISTRATIONS

Professional Engineer, TX\*  
#127938

Certified Floodplain  
Manager, Texas Floodplain  
Management Association,  
#3163-16N

### PROFESSIONAL AFFILIATIONS

Texas Floodplain  
Management Association,  
Member

### CONTACT INFORMATION

10497 Town and Country  
Way, Suite 500  
Houston, Texas 77024  
817-377-6061  
mark.pauls@freese.com

\*Licensed outside of FL

Mark Pauls is an engineer with experience in floodplain analysis and mapping, conceptual stormwater study reports, development and evaluation of mitigation alternatives, preliminary engineering reports and capital improvement project prioritization.

Mark has extensive experience developing dynamic stormwater models and has worked with numerous flood management entities to identify existing problems and develop solutions and recommendations for design. He supports FEMA headquarters in 2D modeling innovations as well as annual updates to the guidelines and standards for flood risk analysis and mapping. Mark is proficient in ArcGIS, HEC-RAS, HEC-HMS, InfoWorks ICM, XP-SWMM, ArcGIS Model Builder, Excel VBA and RAS Controller.

### RELEVANT PROJECT EXPERIENCE

#### Mecklenburg County 2D Modeling and Mapping | Charlotte-Mecklenburg Storm Water Services, NC | Senior Advisor

FNI is providing 2D flood modeling and mapping for 51 square miles of urban area in Mecklenburg County that includes floodway, regulatory products, and flood risk product development. Mark supported the development of novel urban flood risk analysis techniques to approximate the effect of storm drain system capacity within a 2D rain-on-mesh model. He also supported development of the approach for analyzing 2D floodways.

#### Standard Operations | FEMA | Task Leader

As a member of the Advancing Resiliency in Communities (ARC) Joint Venture, FNI is providing production and technical services in support of FEMA's Risk Mapping, Assessment and Planning (MAP) Program. Services included generating and evaluating flood hazard and risk information and support for the development and implementation of mitigation, planning, flood mapping and modeling activities for Zone 1 for FEMA's Risk MAP Program.

#### Urban Flood Risk Pilot Study | Walter P. Moore | Project Manager

Harris County Flood Control District (HCFCD) was selected by FEMA for one of two nationwide pilot studies to develop novel urban flood risk modeling and risk communication approaches. FNI conducted a study that evaluated deterministic and probabilistic modeling techniques to identify recommended approaches to improve understanding of risks outside of the riverine floodplain.

#### MAAPnext Flood Risk Analyses and Mapping | Harris County Flood Control District, TX | Task Leader

FNI completed modeling and mapping activities for the Addicks Reservoir and Cypress Creek watersheds, including the watershed-scale HEC-HMS and unsteady 1D/2D HEC-RAS models with a combined footprint of 503 square miles and 286 stream miles. The study areas involved numerous complexities, such as overflows between watersheds, rapid development, dams and a levee.



# Matt Lewis PE\*, CFM

## Stormwater Modeling/Flood Risk and Resiliency/Alternatives Analysis

### EXPERIENCE

8 years  
5 with FNI

### EDUCATION

MS, Water Management and Hydrological Science, Texas A&M University

BS, Chemistry, Texas A&M University

### REGISTRATIONS

Professional Engineer, TX\*  
#140929

Certified Floodplain Manager, Texas Floodplain Management Association, #3576-18N

### CONTACT INFORMATION

10497 Town and Country Way, Suite 500  
Houston, Texas 77024  
346-249-8325  
matt.lewis@freese.com

\*Licensed outside of FL

Matt Lewis has experience with stormwater master plans and drainage design for major highway projects, as well as extensive experience with HEC-RAS and HEC-HMS.

Matt is experienced in leading large-scale H&H studies and identifying projects to help reduce flood risk.

### RELEVANT PROJECT EXPERIENCE

#### 2022 CDBG-MIT Anahuac Drainage Improvements Project | Chambers County, TX | Stormwater Retrofit

FNI is providing pre- and post-funding services including coordinating with the County's grant management consultant, Public Management, Inc. |

#### Urban Flood Risk Pilot Study | Walter P. Moore | Assistant Project Manager

Harris County Flood Control District (HCFCD) was selected by FEMA for one of two nationwide pilot studies to develop novel urban flood risk modeling and risk communication approaches. FNI conducted a study that evaluated deterministic and probabilistic modeling techniques to identify recommended approaches to improve understanding of risks outside of the riverine floodplain. New flood risk products and communications approaches were developed to improve how information is conveyed to practitioners and the community. Matt performed the HEC-RAS modeling to test various approaches to incorporating storm sewer in a HEC-RAS environment.

#### Flood Infrastructure Fund Grant Study | Chambers County, TX | Assistant Project Manager

FNI performed a regional flood protection planning study to assess existing flood hazards and develop flood mitigation

measures that reduce the risk and severity of damage from flood waters. On behalf of the County, FNI submitted an application for financial assistance to the TWDB FIF program, which was approved. Matt is leading the H&H study of the 980 square-mile area to identify existing flood risk and propose solutions and funding mechanisms for those projects.

#### Flood Mitigation Assistance Funding for the Bayou Din Regional Detention Basin | Jefferson County Drainage District No. 6 | Stormwater Engineer

FNI assisted the District with submitting an application to the 2022 FEMA funding assistance program. Matt performed the hydraulic analysis, benefit-cost analysis, cost estimate, budget memo, and scoping information for the grant application. The grant was chosen for FMA funding by FEMA in FY 2023.

#### Upper Sabine River Flood Protection | Sabine River Authority of Texas | Stormwater Retrofit

FNI is modeling a study area in the northern Sabine River basin to evaluate existing conditions flood hazards. FNI is also performing flood mitigation planning to evaluate structural and nonstructural mitigation projects as well as project alternatives. Conceptual project layouts will be developed for high-level cost evaluation and planning.



# Mat Leclair PE\*, CFM

## Flood Risk and Resiliency

### EXPERIENCE

16 years  
4 years with FNI

### EDUCATION

MEng, Civil Engineering,  
Texas A&M University

BS, Civil Engineering, Texas  
A&M University

### REGISTRATIONS

Professional Engineer, TX\*  
#113033

Certified Floodplain  
Manager, Texas Floodplain  
Management Association,  
#1893-10N

### CONTACT INFORMATION

10497 Town and Country  
Way, Suite 500  
Houston, Texas 77024  
713-600-6877  
mat.leclair@freese.com

\*Licensed outside of FL

Mat Leclair is skilled in stormwater management, H&H modeling, drainage studies, stormwater design, GIS, floodplain management, regulatory submittals and scour/erosion assessment and mentoring junior engineering staff.

### RELEVANT PROJECT EXPERIENCE

#### Upper Sabine River Flood Protection | Sabine River Authority of Texas | Project Manager

FNI is modeling a study area in the northern Sabine River basin to evaluate existing conditions flood hazards. Flood mitigation planning is also being performed to evaluate structural and nonstructural mitigation projects as well as project alternatives. Conceptual project layouts will be developed for high-level cost evaluation and planning purposes.

#### 2023 Region 4 Sabine Regional Flood Planning Group | Sabine River Authority of Texas | Project Manager

FNI supported Region 4 with the development of its 2023 Regional Flood Plan. The project included gathering and analyzing data, identifying existing and future flood risks, evaluating floodplain management practices, and recommending evaluations, strategies, and projects intended to reduce flood risk.

#### 2023 Region 5 Neches Regional Flood Planning Group | Technical Advisor

FNI supported Region 5 with the development of its 2023 Regional Flood Plan. The project included the gathering and analysis of data, identification of existing and future flood risks, evaluation of floodplain management practices, and the recommendation of evaluations, strategies, and projects intended to reduce flood risk. The study resulted in

a regional flood plan made available for public and stakeholder review and input.

#### Lower Sabine Basins Flood Infrastructure Fund Study | Sabine River Authority of Texas | Project Manager

FNI is evaluating existing conditions flood risk in 11 HUC watersheds, determining potential projects to alleviate flood risks and providing documentation. The project includes creating multiple HEC-RAS 2D models that utilize a combination of BDF and Snyder hydrology methods to model the lower Sabine River and its tributaries.

#### County-Wide Drainage Study | Fort Bend County Drainage District | QA/QC

FNI developed 1D/2D hydraulic models for 162 river miles of the Brazos River from US-290 to Brazoria County through the creation of new H&H models using HEC-HMS and HEC-RAS. These models were successfully calibrated to all the major recent floods with the goal of understanding how the Brazos River behaves during floods. Multiple deliverables were developed to define the current flood risk, anticipated flood risk during future floods, improve flood forecasting, update discharge rating curves at the Richmond and Sugar Land streamflow gages, and ultimately, be better prepared for future flood events on the Brazos River. FNI also led the development of Master Drainage plans for all major streams in the County.





# Craig Wells PE, ENV SP

## Flood Risk and Resiliency

### EXPERIENCE

31 years  
4 years with FNI

### EDUCATION

BS, Civil Engineering,  
Michigan Technological  
University

AA, U.S. Navy Nuclear  
Power School-Class 8401

### REGISTRATIONS

Professional Engineer, FL  
#64161

Envision Sustainability  
Professional

Utility Risk & Resilience  
Certification, AWWA

### PROFESSIONAL AFFILIATIONS

American Water Works  
Association, Emergency  
Preparedness and Security  
National Committee  
Member

Florida Water Environment  
Association, Member

Affiliate-Florida Climate  
Institute, Member

### CONTACT INFORMATION

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Suite 100  
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813-344-2503  
craig.wells@freese.com

Craig Wells' area of technical expertise is assessing climate vulnerability of infrastructure and creating climate resilient facilities.

Craig has conducted climate vulnerability assessments for 29 separate utility facilities in coastal Florida and Georgia. As a part of the climate vulnerability work Craig has been involved in the planning and design of resilience measures to make those utilities climate-resilient. This work has been completed using the Environmental Protection Agency's (EPA)'s Climate Resilient Water Utility Guidelines using a "cost/ benefit" approach. Craig is a published author on "Making Water Utilities Climate Resilient" and has presented on the topic at professional conferences in Florida, Texas, Georgia, North and South Carolina. Climate vulnerability assessments completed have included cost benefit evaluations of resilience measures and workshops. Workshops included discussions on the findings of the vulnerability assessments with clients and their customers, as appropriate.

### RELEVANT PROJECT EXPERIENCE

#### Southwest Water Reclamation Facility Climate Vulnerability Assessment | City of St. Petersburg, FL | Client Representative

FNI is evaluating the impacts of storm surge and sea level rise to critical infrastructure at the wastewater treatment facility.

#### Bethune Point Water Reclamation Facility Vulnerability and Resiliency Plan | City of Daytona Beach, FL | Client Representative

FNI provided a sea-level rise and storm surge vulnerability assessment and adaptation plan for the City of Daytona Beach. FNI also provided a more detailed assessment of the Bethune Point Water Reclamation Facility, which established critical flood elevations, identified key assets that are impacted by flooding, and provided a technical memorandum containing hardening recommendations and a cost benefit analysis.

#### Court Theophelia Flood Mitigation and Roadway Improvements | City of St. Augustine, FL | Client Representative

FNI is providing design, permitting and construction services to replace aged utilities, upgrade existing stormwater infrastructure and evaluate structural and non-structural based resiliency options for the Court Theophelia neighborhood.

#### Palm Coast Risk and Resilience Assessment | City of Palm Coast, FL | Client Representative

FNI assisted the City with developing its risk and resilience assessment to meet the compliance requirements for the America's Water Infrastructure Act of 2018 (Sec. 2013 Community Water System Risk and Resilience). FNI produced a management plan to mitigate risks and to enhance system resilience, resulting in functional compliance.



# Kathryn Haring-Figueroa **CFM**

## Flood Risk and Resiliency

### EXPERIENCE

1 year

1 year with FNI

### EDUCATION

MS, Environmental Engineering, University of South Florida

BS, Environmental Science, University of South Florida

### REGISTRATIONS

Certified Floodplain Manager, Association of State Floodplain Managers, #US-18-10668

National Council of Examiners for Engineering & Surveying (NCEES), National Council of Examiners for Engineering and Surveying, #23-295-93

### CONTACT INFORMATION

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813-825-1345  
kathryn.haring-figueroa@freese.com

Kathryn Haring-Figueroa's civil and environmental experience includes stormwater, floodplain management and GIS-related projects.

Kathryn has been a stormwater engineering research analyst and an intern in both the public and private sectors. She received her Engineer-in-Training certification in April 2023 and is currently pursuing a Professional Engineer license.

### RELEVANT PROJECT EXPERIENCE

**Court Theophelia Flood Mitigation and Roadway Improvements | City of St. Augustine, FL | Engineering Support**  
FNI is providing design, permitting and construction services to replace aged utilities, upgrade existing stormwater infrastructure and evaluate structural and non-structural based resiliency options for the Court Theophelia neighborhood

**Emergency Support Services | Florida Division of Emergency Management | Engineering Support**

As a consultant, FNI is assisting with the conducting of engineering reviews and benefit cost analysis in accordance with FEMA requirements.

**Design Criteria Manual Update | City of Burleson, TX | Engineering Support**  
FNI assisted the City in updating its Design Criteria Manual and associated development guidance documents and policies. FNI reviewed the City's design guidance documents and provided recommendations on enhanced technical standards and requirements based on regionally accepted criteria, best practices, and state regulatory guidance. FNI also created a new design criteria manual to incorporate new or updated technical standards and modified associated city ordinances to reflect the updated standards and address other concerns identified by City staff.

**Community Rating System Coordinator | City of Venice, FL | Stormwater Engineering Research Analyst**

Kathryn was responsible for overseeing the program for 2.5 years. The City was able to maintain a Class 6 designation while she was the coordinator. Many of the activities required coordination with other City departments, Sarasota County and other local groups. The Community Rating System is a voluntary FEMA program to reward communities who reduce their flood risk with flood insurance discounts.

**Wastewater Treatment Plant Expansion Final Design and Bid Phase Services | City of Alvin, TX | Engineering Support**  
FNI is providing design services for the construction manager at risk expansion of the WWTP from 5.0 MGD to 7.5 MGD and preparing the TPDES permit major amendment. The expansion includes the addition of a new coarse screen, influent lift station, fine screening, grit removal, conventional activated sludge aeration basins, secondary clarifiers, chlorine disinfection, non-potable water system, solids mechanical thickening, and solids dewatering.



# Daniel Hammond

## Regulatory Compliance/NPDES Compliance/ TMDL Implementation

### EXPERIENCE

20 years  
1 year with FNI

### EDUCATION

MS, Environmental Science  
and Policy, University of  
South Florida

BS, Marine Biology,  
University of North Carolina  
Wilmington

### CONTACT INFORMATION

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freese.com

Daniel Hammond has built a 20-year career on a foundation of technical leadership in environmental science, specializing in water resources.

Dan has led numerous projects providing resource management, permitting support, regulatory and technical litigation support, habitat restoration, and impact analyses and assessments to a broad spectrum of public and private sector clients. His areas of expertise include the development of water quality management strategies, water quality and biological monitoring program survey design, environmental data analysis and interpretation, regulatory permitting and compliance, and implementation of water quality criteria. Dan is passionate about projects that involve the restoration and protection of marine and freshwater environments.

### RELEVANT PROJECT EXPERIENCE

#### Basin Management Action Plan (BMAP) Facilitation\* | Volusia County, FL | Project Manager

Daniel assisted in the facilitation of required BMAP activities. Tasks included compilation and review of all BMAP and TMDL-related documents for waterbodies within the county, development of recommendations to ensure not only compliance but options that protect the best interests of the County, public meeting attendance and summary, and review of the current water quality monitoring program and recommendations for enhancement. He provided the County with cost-effective options to improve water quality, achieve regulatory compliance, and create assurance the County is moving forward in a fiscally responsible manner.

#### NPDES Permitting and Compliance for Nutrient Standards\* | Mosaic Fertilizer, LLC | Project Manager

Daniel designed and implemented multiple Level I and Level II WQBEL Studies to support nutrient management in NPDES permits. Efforts characterize receiving water conditions, determining

compliance with water quality standards, and setting effluent limits for new discharges to ensure the protection of water resources in the receiving and downstream waters. Intensive water quality and biological data collection, client and agency coordination, and knowledge of water quality regulations are necessary to ensure a smooth permitting process focused on preserving valuable water resources while allowing for beneficial uses of the resource.

#### Technical Support for North Prong Alafia River (NPAR) TMDL\* | City of Lakeland, FL; Mosaic Fertilizer; CF Industries | Project Manager

Daniel headed a joint public/private effort to characterize the relationship between environmental variables in the NPAR to ensure effective resource management. He designed a water quality and biological monitoring program to identify and quantify the relationship between nutrients, dissolved oxygen, and biological data in the system to determine if water quality improvements were necessary to improve the biological community.

\*prior to joining FNI



# John Rinacke CMIT

## Opinion of Probable Construction Cost

John Rinacke has experience managing roadway and bridge construction projects, including installation of underground utilities, storm sewer, traffic control, traffic signals, utility conflict analysis/coordination, project record keeping, monthly pay estimates and construction materials testing.

John is a Lead Estimator in FNI's Program Management Group and Before joining FNI, he worked as an Inspector and Project Manager for TxDOT. John is also part of our in-house cost estimating group and supports projects from planning through construction by developing project cost estimates.

### EXPERIENCE

7 years  
5 years with FNI

### EDUCATION

MS, Construction Management, The University of Texas at El Paso

BS, General Studies, University of Missouri

### REGISTRATIONS

Construction Manager in Training, Construction Management Association of America

### PROFESSIONAL AFFILIATIONS

Construction Management Association of America, Member

### CONTACT INFORMATION

10497 Town and Country Way, Suite 500  
Houston, Texas 77024  
346-439-7988  
john.rinacke@freese.com

### RELEVANT PROJECT EXPERIENCE

#### Flood Control Program | Harris County Flood Control District | Construction Manager

FNI serves as an extension of the District's engineering and environmental staff to manage their federally funded Disaster Recovery Program, providing on-call program management services county-wide over a multiyear period. Services included preliminary damage assessment, GIS data management, work plan development, grant and funding procurement and construction phase services.

#### Wastewater Facilities Disaster Mitigation Program, Package 4 | City of Houston | Cost Estimator

FNI provided modeling, alternatives evaluation, and preliminary and budget-level design in support of the City's FEMA flood mitigation program. FNI coordinated a team of 10 engineering firms to develop wastewater collection and treatment system mitigation alternatives and preliminary designs for facilities across the City's east side service area. Over an 8-month period, the team developed system master plans, collection and WWTP improvement plans, five preliminary engineering reports and

additional engineering design to support six independent Level 4 AACE cost estimates for more than \$600 million in improvements.

#### West Irving Creek Study | City of Irving, TX | Cost Estimator

FNI prepared a preliminary feasibility study to investigate the hydrology and hydraulics of the channel and provided the design of channel improvements. The City made drainage improvements to reduce the flood risk within the watershed due to a history of flooding problems.

#### Peachtree Industrial Boulevard Water Main | DeKalb County Department of Watershed Management | Cost Estimator

FNI is providing project management, stakeholder coordination, preliminary route evaluation, and bid phase support services for the replacement of 10,500 LF of 30-inch water transmission main and an additional 10,500 LF of 12-inch water distribution mains.





# Robert Thompson

## GIS

### EXPERIENCE

17 years  
15 years with FNI

### EDUCATION

MS, Geospatial Information Sciences, The University of Texas at Dallas

BA, Geography - Geographic Information Systems, The University of Texas at Dallas

### CONTACT INFORMATION

1000 N. Ashley Drive  
Suite 100  
Tampa, Florida 33602  
214-217-2276  
robert.thompson@freese.com

Robert Thompson is a GIS Analyst who has extensive experience supporting H&H analyses in the fields of Stormwater, Water Resource Planning and Design, Urban Planning and Transportation Design.

He is well-versed in the development of data models and data maintenance workflows for integrating GIS into other data systems, and his broad GIS background allows him to efficiently analyze spatial data relationships and visualize analysis results. Robert is proficient in the use of ESRI's ArcGIS Desktop Suite, including development of web-based mapping and mobile field data collection applications using ESRI's ArcGIS online platform. Additionally, he is skilled in the use of ESRI's 3D Analyst and Spatial Analyst extensions and has strong working knowledge of AutoCAD, Civil 3D, Bentley Microstation, LP360, ERDAS Imagine and FEMA HAZUS software packages.

### RELEVANT PROJECT EXPERIENCE

#### **Chambers Creek Sites 4 and 6 Supplemental Watershed Plans | Texas State Soil and Water Conservation Board | GIS Analyst**

FNI developed a Supplemental Watershed Plan and performed an environmental assessment for the rehabilitation of Chambers Creek Sites 4 and 6 to meet Natural Resources Conservation Service criteria associated with high-hazard structures. The work consisted of the performance of resource inventories, data reviews, field observations, surveys, engineering analysis, concept designs and planning necessary to complete an NRCS-acceptable Supplemental Watershed Plan.

#### **Regional Watershed Study | Jefferson County Drainage District No. 6 | GIS Analyst**

Recent extreme events, including Hurricane Harvey and Tropical Storm Imelda have produced unprecedented amounts of rainfall, resulting in significant out of bank flooding throughout the study area. FNI is leading a comprehensive drainage study of the Taylors Bayou, Hillebrandt Bayou and

Pine Island Bayou watersheds, covering 1,200 square miles and approximately 1,000 stream miles between the three bayous' main stems and tributaries. The main goal of this study is to identify large-scale regional flood reduction solutions to address flood damages and prepare a path for implementation of the projects.

#### **Stewart Creek Watershed Study | City of Frisco, TX | GIS Analyst**

Prepared flood study, hydrologic and hydraulic analysis of existing storm drain channel and provided report of findings, alternative analysis, OPCC and recommended improvements.

#### **Drainage Master Plan | City of College Station, TX | GIS Analyst**

FNI developed a city-wide Drainage Master Plan that included a hydrologic analysis for approximately 25 stream miles and for a drainage area of approximately 17 square miles that covers multiple watersheds within the city limits. FNI also developed floodplain maps for future development and performed a qualitative channel-erosion



# Justin Riddle

## CADD

Justin Riddle is a Florida-based Designer with experience in AutoCAD, Civil 3D and Revit.

Justin designs and compiles working drawings for project deliverables. His multidiscipline background in survey, construction and design helps with seeing the whole picture for projects.

### EXPERIENCE

12 years

### EDUCATION

Graduate Certificate,  
High School Diploma,  
Huntingtown High School

### CONTACT INFORMATION

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Suite 100  
Tampa, Florida 33602  
813-327-7222  
justin.riddle@freese.com

### RELEVANT PROJECT EXPERIENCE

#### **Court Theophelia Flood Mitigation and Roadway Improvements | City of St. Augustine, FL | Project Designer**

FNI is providing design, permitting and construction services to replace aged utilities, upgrade existing stormwater infrastructure and evaluate structural and non-structural based resiliency options for the Court Theophelia neighborhood.

#### **Daisy Stocking Park Improvements | City of Daytona Beach, FL | Project Designer**

As a subconsultant, FNI prepared construction documents for paving, grading and water-related utilities for improvements to Daisy Stocking Park

#### **LPGA Boulevard Force Main | City of Daytona Beach, FL | Project Designer**

FNI provided design services for a new sanitary sewer force main along LPGA Boulevard. The project included 1,970 LF of 20-inch ductile iron pipe (DIP) and 10,530 LF of 24-inch DIP. FNI also provided a technical memorandum and permitting services.

**Church and Martin Gravity Sewer | Forsyth County, GA | Project Designer**  
FNI provided design, bid and construction services for approximately 4,000 LF of proposed sewer gravity mains.

#### **Westside Regional Water Reclamation Facility Influent Pump Station | City of Daytona Beach, FL | Project Designer**

As a subconsultant, FNI is providing design, permitting, and construction services for a progressive design-build project at the Westside Regional Water Reclamation Facility including a new 15 MGD influent pump station and yard piping coordination. Lead BIM/CAD Designer, Design Coordinator



## EXPERIENCE

28 years  
15 years with Clearview

## EDUCATION

BS, Civil Engineering (with honors), University of Florida

## REGISTRATION

Professional Engineer, FL  
#59503

## PROFESSIONAL AFFILIATIONS

Florida Engineering Society,  
Member

## CONTACT INFORMATION

3010 W. Azeele Street  
Suite 150  
Tampa, Florida 33609  
813-223-3919  
mike.smirch@clearviewland.com

# Michael Smirch PE

## Preliminary Design

Michael Smirch is a Civil Design Engineer with more than 28 years experience in stormwater design.

## RELEVANT PROJECT EXPERIENCE

### Stormwater Drainage Study | City of Chipley, FL | Design Engineer

Michael was responsible for identifying options to reduce or prevent flooding in the downtown area of the City of Chipley; developing a preliminary engineering report, including recommended mitigation actions, preliminary plans, and proposed mitigation activity project costs; and preparing 2,000-acre drainage basin maps.

### Palma Ceia Golf Course Drainage Improvements | Tampa, FL | Design Engineer

Drainage system improvements on 90-acre, 18-hole golf course with six (6) interconnected drainage ponds. Approximate cost was \$300,000. Develop ICPR model and design drainage infrastructure as lead design engineer. Improvements constructed resulted in alleviation of on-site flooding without impact to adjacent streets and neighborhoods. Permits secured from City and SWFWMD.

### Beacon Apartments | St. Petersburg, FL | Design Engineer

Redevelopment of a city block for 326-unit Beacon 430 Apartments. Coordinated existing utility relocations. Designed a new public 12-inch sanitary sewer main in three city streets. Abandoned two existing onsite stormwater vaults. Designed a new vault beneath the parking garage. Permits secured from the City, SWFWMD, FDEP and FDOT. Property was sold for \$84.5M in 2015.

### Florida Hospital Tampa Phase 4

### Expansion | Tampa, FL | Design Engineer

Michael supported this \$300M, 280,000-square-foot building expansion at the Fletcher Avenue Campus, which included the construction of a new hospital bed tower and central energy plant. Developed existing and proposed conditions drainage map and existing and proposed site utilities plans. Secured permits from Hillsborough County, City of Tampa and SWFWMD.

### Grand Central Apartments | St. Petersburg, FL | Design Engineer

Redevelopment of a city block for a 243-unit luxury apartment building and parking garage/ Coordinated existing utility relocations. Designed a new public 8-inch sanitary sewer main in three city streets. Designed a new stormwater vault beneath the parking garage. Permits secured from the City, FDOT, FDEP and SWFWMD.



## EXPERIENCE

20 years  
11 years with Clearview

## EDUCATION

MBA, Florida Gulf Coast  
University

BS, Civil Engineering,  
University of South Florida

## REGISTRATION

Professional Engineer, FL  
#70668

## PROFESSIONAL AFFILIATIONS

Florida Engineering Society,  
Member

## CONTACT INFORMATION

3010 W. Azeele Street  
Suite 150  
Tampa, Florida 33609  
813-223-3919  
tim.ferreira@  
clearviewland.com

# Tim Ferreira PE

## Preliminary Design

Tim Ferreira is a Civil Design Engineer with more than 28 years experience in stormwater design.

## RELEVANT PROJECT EXPERIENCE

### Angeline Development | Pasco County, FL | Design Engineer

The project includes clipping and managing a Singhofen Pithlachascotee-Anclote model (ICPRv4) with proposed 2,000+ lot residential and commercial design with a network of collector roads, including bridges.

### Rustic Road | City of Venice, FL | Design Engineer

The project included clipping and managing the Dona Bay watershed model (ICPRv3) with proposed 700+ lot residential design.

### West Villages | City of North Port, FL | Design Engineer

The project includes clipping and managing the Lower Myakka River watershed model (ICPRv3 and ICPRv4) with proposed 1,000+ lot residential design.

### Long Lake Ranch Parcel C | Pasco County, Florida | Design Engineer

The project included clipping and managing the Anclote East model (ICPR v3) with proposed 700+ lot residential design with the commercial outparcels. Project also included MT-2 FEMA map amendment.

### Bexley Development | Pasco County, FL | Design Engineer

The project includes clipping and managing the Anclote East model (ICPR v3) with proposed 2,000+ lot residential design with commercial outparcels and a network of collector roads.



**CUMMINS | CEDERBERG**  
Coastal & Marine Engineering

## EXPERIENCE

18 years  
2 years with Cummins  
Cederberg

## EDUCATION

MSc, Ocean Engineering,  
Florida Institute of  
Technology

BSc, Ocean Engineering,  
Florida Institute of  
Technology

## REGISTRATION

Engineer Intern, Florida  
Certified Diver

## PROFESSIONAL AFFILIATIONS

ASCE Coasts, Oceans,  
Ports & Rivers Institute  
(COPRI) Policy Chair

ASCE Energy, Environment  
and Water Policy Member

## CONTACT INFORMATION

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St. Petersburg, Florida  
33701  
727-992-2028  
jphillips@  
cumminscederberg.com

# Jenna Phillips

## Flood Risk and Resiliency

Jenna has over 18 years of experience in a broad range of coastal/marine engineering works

Jenna's experience includes the preparation of feasibility studies, beach management plans, coastal assessments, coastal structure design, resiliency planning and flood vulnerability analyses, numerical modeling, living shoreline/nature-based planning and design, environmental restoration and mitigation, structural assessment and rehabilitation, beach design and renourishment, dredging and dredged material management, and regulatory coordination/permitting in the United States, Puerto Rico, and Caribbean. She oversees all aspects of coastal and marine engineering projects - including planning, design, permitting, stakeholder outreach, contract administration, bid preparation, construction administration, monitoring and project closeout - with careful attention to detail, budget and project schedule for projects of variable magnitude and size.

## RELEVANT PROJECT EXPERIENCE

### Manatee County Oyster Restoration Master Plan | Manatee County, FL | Coastal Engineer

Working with project team to develop a master plan that outlines technically sound, consensus-based strategies, costs, and recommendations to implement successful oyster restoration in the Manatee River. Plan development includes developing goals and objectives, synthesizing available existing data relative to oyster restoration, field surveying of reference sites and potential restoration sites, compiling a permitting and restoration strategy guide with monitoring recommendations and metrics, and summarizing grant and partnership opportunities.

### Portosueno Park Living Shoreline | Bradenton, Florida | Coastal Engineer

Providing marine engineering and environmental services for the park's waterfront to enhance conceptual designs with features such as a living shoreline, fishing piers, and a manatee viewing platform. Efforts will include public outreach, preapplication meetings

with the environmental permitting agencies, and permit processing.

### Sarasota Resiliency Initiative | Sarasota, FL | Coastal Engineer

Working with the City of Sarasota to support implementation of the City's Vulnerability Assessment and Adaptation Plan, mitigate and reduce flood risks, and provide continuity among resiliency policies and programs associated with coastal flooding and sea level rise.

### Apalachee Regional Vulnerability Assessment | Apalachee Region, FL | Project Manager and Technical Lead

9-county vulnerability assessment funded under the Resilient Florida grant program in accordance with Section 380.093 F.S. Responsible for leading multidiscipline team of coastal engineers, climate scientists, policy planners and GIS specialists to develop a comprehensive critical asset inventory for the regional coastal counties, with emphasis on publicly owned and regionally significant assets and collected LiDAR and water level data for vulnerability assessment.





**CUMMINS | CEDERBERG**  
Coastal & Marine Engineering

## EXPERIENCE

22 years  
14 years with Cummins  
Cederberg

## EDUCATION

MSc, Coastal Engineering,  
Technical University of  
Denmark

## REGISTRATION

Professional Engineer, FL  
#69839

## PROFESSIONAL AFFILIATIONS

PIANC, Danish Society  
of Hydraulic Engineering,  
Member

Florida Association  
of Environmental  
Professionals, FES, ASCE

Biscayne Bay Watershed  
Management Advisory  
Board

## CONTACT INFORMATION

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St. Petersburg, Florida  
33701  
727-992-2028  
jcederberg@  
cumminscederberg.com

# Jannek Cederberg PE

## Flood Risk and Resiliency

As Principal Engineer, Jannek is responsible for all engineering production including scheduling, resource allocation, and quality management.

He is formally trained as a coastal and marine engineer from the Technical University of Denmark. He has more than twenty years of experience in coastal and marine engineering. Jannek is a registered professional Engineer in the United States, and he has completed engineering analyses, designs and permitting for a variety of shore protection, beach nourishment, river, cruise ship, marina and waterfront projects throughout Florida, the Caribbean and Central America.

## RELEVANT PROJECT EXPERIENCE

**Fisher Island Ferry Terminals | Miami-Dade County, FL | Principal Engineer**  
Permitting and engineering design for the replacement of two existing commuter ferry terminals on Fisher Island. The replacement includes the design and permitting of new steel sheet pile bulkheads, transfer ramp support structures, and berthing fenders. Value engineered all elements and worked with contractor to lower costs in extremely volatile construction materials market. Geo5, SPW911, and CWALSHT softwares were used for the bulkhead design. Allpile software was used for the design of fenders and ramp support structures. Deliverables to client included permit and construction drawing sets.

**FDOT D1 Coastal Asset Management | Collier County, FL (Phase I complete, Phase II ongoing) | Principal Engineer**  
Responsible for conducting extensive research to assess the vulnerability of coastal assets in FDOT District 1 counties, the first district-wide sea level rise analysis effort for FDOT. The scope included creation of future tidal projections based on evaluating historical tidal measurements and the expected impact of climate change to sea level rise, local to District 1, until the year 2100.

These projections were applied in a water level analysis to identify critical low-lying infrastructure throughout the district that is at risk to sea level rise and storm surge.

**Dinner Key Marina Breakwaters Mitigation | City of Miami, FL | Principal Engineer**  
Resiliency and mitigation improvements to one of the largest public marinas on the east coast of the US. Originally created in the early 1900's, man-made spoil islands have provided protective services to upland areas including the historic Pan Am Seaplane Terminal in the 1930s but have worn over time and sustained considerable damage from Hurricane Irma in 2017. Scope includes restoration, increase in sea level rise resilience and storm protection, recreational enhancements, and consideration of potential additional funding opportunities.



# Katie Britt Williams WEDG CFM

## Funding

Katie has more than 10 years of technical and project management experience, including coastal waterfront management, integrated watershed restoration efforts, grant writing and management, policy coordination and environmental regulatory permitting throughout the state of Florida.

Katie's field experience includes water quality monitoring, wetland surveying, and site compliance inspections. She has worked for the Florida Department of Environmental Protection (FDEP) managing water quality projects statewide and coordinating wetland and stormwater watershed improvements for local municipalities. Katie also worked as a Florida Department of Transportation (FDOT) NEPA Project Coordinator reviewing FDOT projects for environmental impacts. She specialized in permitting during the project research and development phase, specifically working on endangered species and water resource concerns..

### EXPERIENCE

10 years  
3 years with Cummins  
Cederberg

### EDUCATION

MS, Natural Resource  
Conservation, University of  
Florida

BA, Environmental, Florida  
State University

### REGISTRATION

Waterfront Edge Design  
Guidelines Associate

Certified Floodplain  
Manager

### PROFESSIONAL AFFILIATIONS

Tallahassee Area  
Environmental  
Professionals, Board  
Member

City of Tallahassee  
Environmental Review  
Board

### CONTACT INFORMATION

735 Arlington Ave North  
St. Petersburg, Florida  
33701  
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cumminscederberg.com

### RELEVANT PROJECT EXPERIENCE

#### City of Sarasota Bay Resiliency Initiative | Sarasota, FL | Grant Administration

Leading the administration of the \$2M grant from FDEP along with supplemental funding from WCIND. Deputy Project Manager role supporting and managing the project budget, schedules and project milestones. Project includes supporting the planning, design, and construction of a replacement seawall and implementing living shoreline and other nature based solutions along City owned shorelines. Project also includes soliciting a contractor to upgrade Citywide topographic mapping, aerial, and mobile LiDAR data.

feet of seawalls to mitigate against adverse impacts from future natural and man-made disasters. The Plan will review existing seawall conditions, develop design criteria and concepts to improve flood protection and erosion control, and establish a strategy to implement prioritized projects.

#### Apalachee Regional Vulnerability Assessment | Apalachee Region, FL | Grant Administration

Provided stakeholder outreach, managed the County and ARPC contact list, and coordinated with the ARPC for GIS data. Funded through a Resilient Florida grant, the report illustrated and quantified the exposure and sensitivity of critical and regionally significant assets to tidal, SLR, and coastal storm surge flooding for 9 counties in the Apalachee region.

#### Shoreline and Seawall Shoreline Vulnerability | St. Petersburg, FL | Deputy Project Manager

Leading the grant management of the FL Commerce (FDEO) Mitigation planning grant(\$900,000) that is supporting the majority of the project funding to draft a Strategic Seawall Capital Improvement Plan for improvements to 71,900 linear



# Colleen Reilly

## Environmental

Colleen Reilly brings years of professional experience with wetland and wildlife ecology throughout Florida and the southeastern United States.

Colleen's professional focus is in providing strategic advisory and technical permitting services for complex land and water resource development projects while supporting a diverse client base.



### EXPERIENCE

15 years  
2 years with Ecowild

### EDUCATION

MS, Fish, Wildlife and Conservation Biology, Colorado State University  
  
BS, Biology, University of Tampa

### REGISTRATION

Florida Fish and Wildlife Conservation Commission  
Authorized Gopher Tortoise  
Agent No. GTA-10-00012F

### CONTACT INFORMATION

4425 W Pearl Ave  
Tampa, Florida 33611  
813-410-1713  
creilly@ecowildconsulting.com

### RELEVANT PROJECT EXPERIENCE

#### State Permitting for Incidental Take and Scientific Collecting | Tampa Electric Company | Environmental Lead

Obtained incidental take permits from the for the state designated threatened southeastern American kestrel and Florida pine snake. Provided strategic planning services and participated in pre-application meetings with the state permitting coordinator to discuss acceptable minimization measures and mitigation proposals for the species. Prepared, designed and submitted an experimental avian research program to study the effects of conversion of agricultural areas to solar facilities on kestrel occupancy and demography to mitigate for significant habitat modification of five occupied territories. Prepared a plan of selective capture and relocation of snakes and eggs/nests to prevent project development delays.

#### ESA Section 10 Permitting | Nucor Steel Florida, Inc. | Environmental Lead

Obtained federal incidental take authorization for the construction of a large rebar micro mill project in Polk County on a portion of land regionally situated within the Lake Wales Ridge in agriculture use (citrus operation). Provided strategic planning services by planning and conducting ecological investigations as part of a proposed modified survey methodology for the

sand skink, providing oversight of field staff, management of data and QA/QC procedures. Prepared and obtained approval on a Habitat Conservation Plan to fulfill ESA Section 10(a)(2)(A) requirements in request of an Incidental Take Permit from the U.S. Fish and Wildlife Service (USFWS) and maintaining compliance with National Environmental Policy Act (NEPA) requirements.

#### Conservation and Mitigation Bank Permitting | Private Owner | Environmental Lead

Provided guidance and recommendations to a private landowner pursuing the establishment of a conservation bank that would assist in the recovery of endangered species. Researched, prepared and presented a market analysis report to assist landowner in decision making regarding the establishment of a conservation bank to serve their long-term needs. Prepared and obtained approval for a large-scale management plan and other technical and permitting agreements and documents. Reviewed and developed concepts for wetland mitigation banks and provided landowner with recommendations, credit lift and cost of implementation of the concepts.





# James Dunn <sup>PSM</sup>

## Surveying

Jim has 54 years of surveying and mapping experience and extensive experience in all aspects of Surveying and Mapping services related to the design of roads, sanitary sewer, waterline, and drainage projects.

Jim's responsibilities include research, reconnaissance, coordination, and scheduling for a variety of projects. His experience includes but is not limited to right-of-way surveys, utility locations, topographic surveys, boundary surveys and construction staking. Jim has the option to use SSMC's in-house GPS, GPR, GIS, and Terrestrial LiDAR capabilities.

### EXPERIENCE

54 years  
24 years with SSMC

### EDUCATION

Valencia Community  
College

Continuing Education for  
Licensing Requirements

Mean High Water Surveying  
Training FDEP Methodology

### REGISTRATION

Professional Surveyor and  
Mapper LS4235

### CONTACT INFORMATION

6500 All American Blvd  
Orlando, Florida 32810  
407-292-8580  
jdunn@  
southeasternsurveying.com

### RELEVANT PROJECT EXPERIENCE

#### Lift Station Design (City of Mascotte) | Volusia County, FL | Surveyor

The purpose of this project is to provide utility designation and verification. SSMC horizontally located and field marked all public subsurface utility mains found, excluding service lines, gravity sewer lines and irrigation as directed by the client. The team coordinated Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law. SSMC exposed subject utilities using non-destructive vacuum excavation methods at 20 specific locations as indicated on plan sheet. The team also confirmed/determined the vertical and horizontal position of the subject utilities and recorded this information.

#### Indian Harbor Estates Septic to Sewer | Volusia County, FL | Surveyor

The scope of this project included a design survey. The team obtained spot elevations, established site benchmarks and located all improvements and utilities as evidenced by above ground features.

#### Beach Street FPL Easements Project | Volusia County, FL | Surveyor

The purpose of this project was to provide a topographic survey. The team obtained spot elevations, established site benchmarks and located all improvements and utilities as evidenced by above ground features.



# Darryll DeMarsh **GPRT**

## **SUE**

Darryll DeMarsh's role as your dedicated Utility Division Manager will be to assist in all utility related tasks and confirm that any task assignments involving utilities are completed on time and within the agreed-upon budget.

### EXPERIENCE

31 years  
25 years with SSMC

### EDUCATION

Liberal Arts, Dutchess  
Community College

FDOT Training

Ground Penetrating Radar

Confined Space Entry  
Awareness

### REGISTRATION

Florida Utilities  
Coordinating Committee

Utility Engineering &  
Surveying Institute (UESI)

Sunshine State One Call  
Center of Florida

Florida Surveying and  
Mapping Society, Central  
Florida Chapter

### CONTACT INFORMATION

6500 All American Blvd  
Orlando, Florida 32810  
407-292-8580  
ddemarsh@  
southeasternsurveying.com

Darryll has served as 'SSMC's SUE Division Manager on numerous Continuing Surveying and Mapping and SUE Services Contracts for government and municipal agencies for 23 years. Additionally, he is an integral part of their division's training for all designation services, underground utility/public infrastructure surveys, ground penetrating radar (GPR), vacuum excavation, concrete imaging, and materials thickness testing (ultrasonic testing).

### RELEVANT PROJECT EXPERIENCE

#### **N. Commonwealth Water Main Improvements | Volusia County, FL | SUE**

To complete this project, SSMC provided a utility location survey, utility temporary traffic control, utility designation and verification services. SSMC horizontally located and field marked the requested utilities in the plan sheet and coordinated Sunshine 811. The team also exposed the subject utilities by using non-destructive vacuum excavation methods at sixty-two (62) specific locations to confirm/ determine the vertical and horizontal position of the subject utilities.

#### **Saxon Boulevard and Providence Boulevard – Traffic Signal | Volusia County, FL | SUE**

The scope of this project included utility designation and verification, a right-of-way survey, and a topographic survey. SSMC horizontally located and field marked all public subsurface utility mains, excluding service lines, gravity sewer lines, and irrigation. The team exposed these utilities using non-destructive vacuum excavation methods to record the vertical and horizontal locations of these utilities. SSMC also

established the location of all adjacent boundary corners and reset any missing corners, located all improvements and utilities as evidenced by above-ground features, obtained spot elevations, and established site benchmarks.

#### **Greenway Trail Part A Design Update | Volusia County, FL | SUE**

This project aimed to perform a utility location survey, as well as utility designation and verification. SSMC horizontally located and field marked all public subsurface utilities, excluding gravity sewer lines and irrigation, as directed by the client. The team coordinated Sunshine 811 and utility locates to expedite the field marking of each subsurface utility as required by law. Subject utilities were exposed at fifteen locations, and information on these utilities' vertical and horizontal locations was recorded.



## EXPERIENCE

37 years  
12 with MAE

## EDUCATION

MBA, University of South Florida

BS, Civil Engineering,  
University of Florida

## REGISTRATION

Professional Engineer, FL  
#41986

## PROFESSIONAL AFFILIATIONS

Florida Engineering Society,  
Fellow

American Society of Civil  
Engineer, Member

American Society of  
Highway Engineers,  
Member

## CONTACT INFORMATION

3728 Philips Highway  
Suite 208  
Jacksonville, Florida 32207  
904-519-6990  
rodney@meskelengineering.com

# P. Rodney Mank PE

## Geotechnical

Rodney Mank is the Chief Geotechnical Engineer at Meskel & Associates Engineering (MAE), a firm which offers geotechnical engineering, hydrogeology, environmental consulting, construction materials testing and engineering inspection services.

Rodney is a Florida Engineering Society (FES) Fellow and a member of the American Society of Civil Engineers (ASCE) and the American Society of Highway Engineers (ASHE).

## RELEVANT PROJECT EXPERIENCE

### Lower Eastside Drainage, Phase 3, Jacksonville, FL | Senior Geotechnical Engineer

The scope of work for this City drainage improvement project included exploring subsurface and pavement conditions along the alignment of a proposed stormwater collection system. Field work included SPT and auger borings, and pavement coring. Recommendations were provided for pipeline and manhole support, and pavement design and reconstruction.

### Northbank Bulkhead Replacement | City of Jacksonville, FL | Geotechnical Engineer

Rodney is responsible for coordinating the geotechnical exploration to replace the existing bulkhead along the northern bank of the St. Johns River in downtown Jacksonville extending approximately between the Fuller Warren bridge and Liberty Street. The City project will include constructing a new bulkhead wall in front (waterside) of the existing bulkhead and installing anchors through the existing bulkhead.

### Sidewalks and Pedestrian Improvements | City of Jacksonville, FL | Geotechnical Project Manager

MAE's services for projects under this City contract consist of geotechnical exploration and engineering analysis for

tasks such as new sidewalks, drainage improvements, culvert extensions and replacement, and retaining walls. Typically, the geotechnical exploration included mobilizing a truck-mounted drill rig to City roads and highways.

### Emerald Trail Tier 1 Projects - Model Mile | City of Jacksonville, FL | Senior Project Engineer

This City contract consists of construction inspection services to verify quantity and quality of work for a concrete-surfaced urban trail with a pond overlook and walkway structures, benches, decorative street lighting landscaping, drainage, lane repurposing (Road Diet) and other improvements. The scope included inspection of MOT, erosion control, minor demolition and excavation.

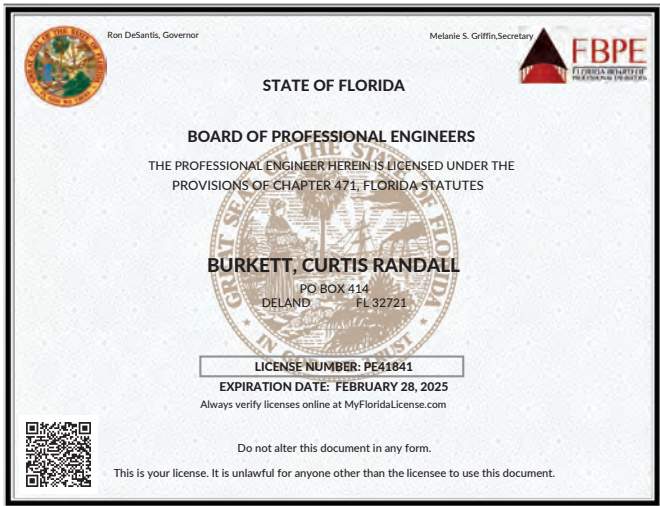
### Miscellaneous Park Improvements | City of Jacksonville, FL | Senior Geotechnical Engineer

Scope of work for this City project included evaluating the encountered subsurface conditions for improvements and new construction at several park sites. Improvements consisted of slab-on-grade amenity structures (pavilions, rest rooms, offices), lighting structures requiring drilled shaft foundations, offshore dock and ramp structures, and walkways and parking/drive areas.

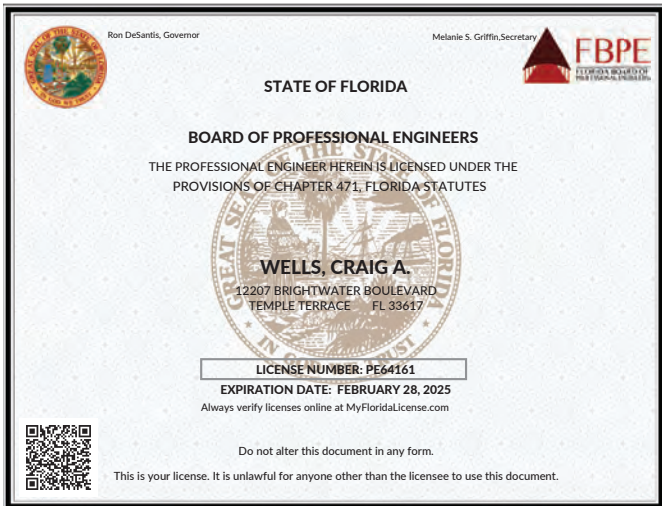


Professional Licenses

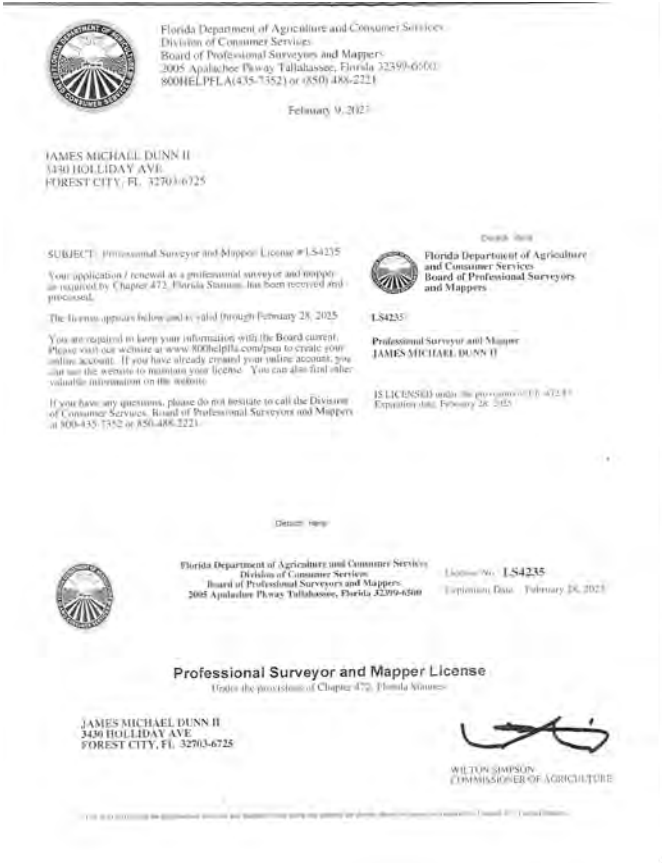
FNI is licensed with the State of Florida Department of Business and Professional Regulation #CA30449.




Curtis Burkett  
FL PE41841



Craig Wells  
FL PE64161



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& Professional Regulation

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LICENSEE DETAILS

8:54:31 AM 3/26/2024

Licenses Information

Name:

801 CHERRY STREET

STE 2800

FORT WORTH Texas 76102

OUT OF STATE

Licenses Information

License Type:

Rank:

License Number:

Status:

Licensure Date:

Expires:

Engineering Business Registry

Registry

30449


Current

10/02/2013

Special Qualifications

Qualification Effective

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LICENSEE DETAILS

10:50:24 AM 5/9/2024

Licenses Information

Name:

201 ALHAMBRA CIRCLE

SUITE 601

CORAL GABLES Florida 33134

DADE

Licenses Information

License Type:

Rank:

License Number:

Status:

Licensure Date:

Expires:

Engineering Business Registry

Registry

29062

Current

04/02/2010

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LICENSEE DETAILS

10:49:25 AM 5/9/2024

Licenses Information

Name:

3010 W. AZEELE STREET  
CLEARVIEW LAND DESIGN, P.L.  
SUITE 150  
TAMPA Florida 33609

County:

HILLSBOROUGH

Licenses Information

License Type:

Rank:

License Number:

Status:

Licensure Date:

Expires:

Engineering Business Registry  
Registry  
28858  
Current  
10/14/2009

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LICENSEE DETAILS

10:52:41 AM 5/9/2024

Licenses Information

Name:

3728 PHILIPS HWY  
SUITE 208  
JACKSONVILLE Florida 32207

County:

DUVAL

Licenses Information

License Type:

Rank:

License Number:

Status:

Licensure Date:

Expires:

Engineering Business Registry  
Registry  
28142  
Current  
06/10/2008

Volusia County | Professional Stormwater and Environmental Engineering Services

Freese and Nichols | 44



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## ONLINE SERVICES

## LICENSEE DETAILS

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## Licensee Information

Name:	SOUTHEASTERN SURVEYING AND MAPPING CORPORATION (Primary Name)
Main Address:	6500 ALL AMERICAN BLVD ORLANDO Florida 32810
County:	ORANGE

## License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	32438
Status:	Current
Licensure Date:	12/27/2017
Expires:	



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500  
800HELPFLA(435-7352) or (850) 488-2221

February 27, 2023

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION  
6500 ALL AMERICAN BOULEVARD  
ORLANDO, FL 32810-4350

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB2108

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2025.

You are required to keep your information with the Board current. Please visit our website at [www.800helpfla.com/psm](http://www.800helpfla.com/psm) to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



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

License No.: **LB2108**  
Expiration Date February 28, 2025

## Professional Surveyor and Mapper Business License

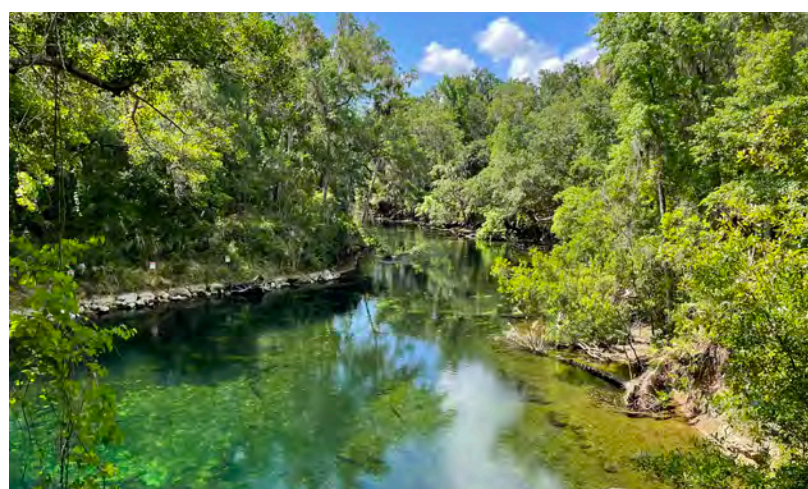
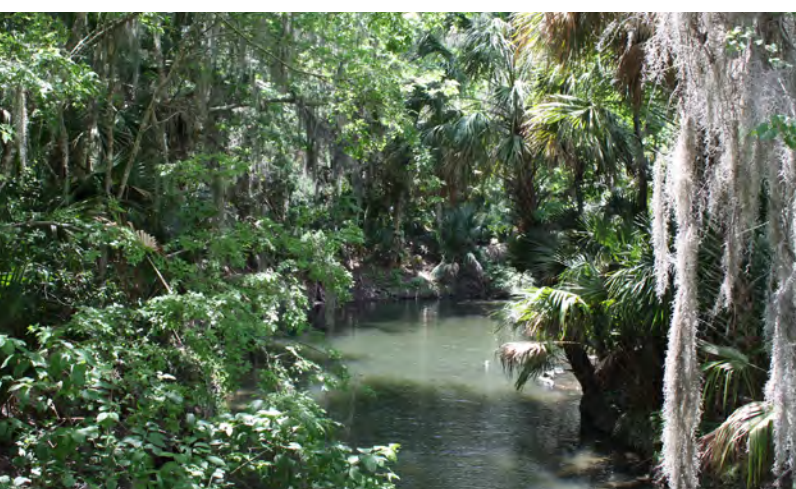
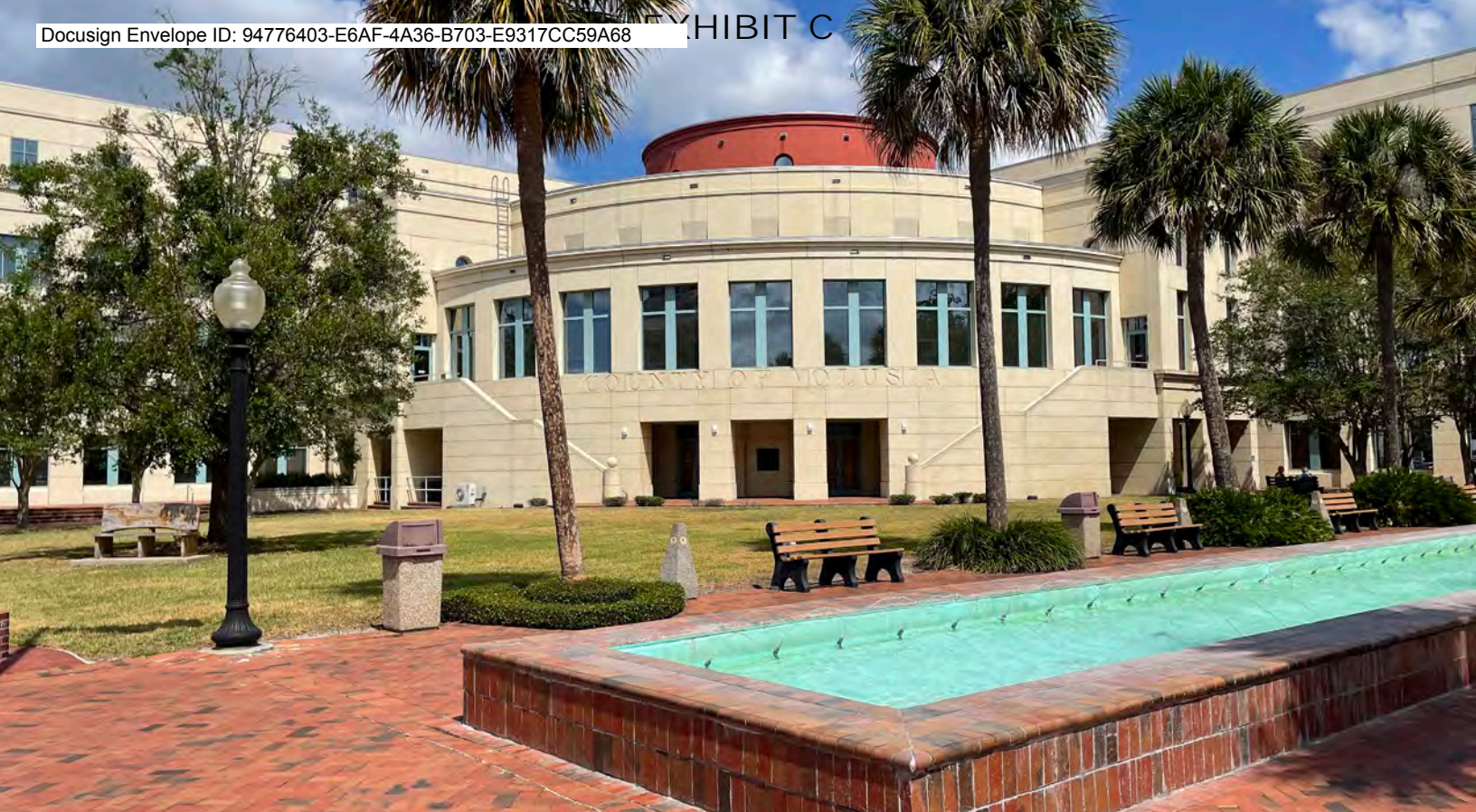
Under the provisions of Chapter 472, Florida Statutes

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION  
6500 ALL AMERICAN BOULEVARD  
ORLANDO, FL 32810-4350

WILTON SIMPSON  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.





## STATEMENT OF QUALIFICATIONS

# Volusia County

Professional Stormwater and Environmental Engineering Services

RFQ No. 24-SQ-101KW

May 9, 2024



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## Helping Our Communities Thrive for 130 Years

Since 1894, Freese and Nichols has shaped the communities where we live and work. In 2024, we’re celebrating 130 years of innovative approaches, practical results and outstanding service.

- We have a 130-year track record of improving our communities and innovating along the way
- Our commitment to quality and client service stems from our long-term relationships
- We are part of and invested in your community
- We are resilient, adaptable and consistent
- We continue to innovate, collaborating with you

May 9, 2024

Kathy Williams  
Procurement Manager  
Volusia County  
123 W. Indiana Avenue, Room 302  
DeLand, Florida 32720

RE: Professional Stormwater and Environmental Engineering Services –  
RFQ No. 24-SQ-101KW



386-868-0015 | freese.com  
4 Office Park Drive, Pod 3  
Palm Coast, FL 32137

Dear Ms. Williams and the Selection Committee:

Freese and Nichols, Inc. (FNI) has assembled a multidiscipline team dedicated to partnering with Volusia County to deliver quality professional engineering services toward this important contract, on time and on budget. We recognize the County is experiencing growth challenges, aging infrastructure, increased flood conditions and reduced responsiveness from consultants. FNI can partner with you on addressing these issues as we believe we are the right team to help maximize the available capital improvement plan (CIP) budgets to manage public infrastructure projects. In this statement of qualifications (SOQ), we have detailed many reasons why the FNI team is the ideal choice for this contract, including:

**Experienced Local Leadership:** Project Manager Curtis Burkett has performed nearly four decades worth of on-call civil engineering designs for various cities and counties throughout his career and has designed **more than 100 stormwater systems within Volusia County alone**. He has previously been under contract with Volusia County while at other firms and worked directly with the Road and Bridge Division under previous Continuing Stormwater and Environmental Engineering contracts as well as providing numerous designs for the Engineering Division. He worked closely in the past with Judy Grim and Ben Bartlett while working under previous continuing stormwater contracts. He also worked closely with Scott Martin for various roadway design projects. Further enhancing his connection to Volusia County, Curtis has also done work for Jessica Fentress associated with Coastal design services and works well with Mr. Tadd Kasbeer and Ms. Storm Kazmierczak, having previously worked together at a local Ormond Beach engineering firm. Curtis was also the Engineer of Record for all land-side elements of the Daytona International Airport which was awarded FDOT Airport of the Year at the time of completion. **From beginning his career in 1985 in Daytona Beach at Charles E. Burkett & Associates, Inc. through the last four decades, Curtis has continued to provide high quality, constructible designs for various public and private clients within the Volusia County area and continues to provide these services to this day.** He has been a local resident for almost 60 years, and currently resides within the City of DeLand.

**Experts Who Are Familiar with Volusia County:** In addition to Curtis' long-standing experience working in and with Volusia County, our team includes Matt Goolsby and Dan Hammond who have both worked extensively with the County. Matt is an experienced Water Resources Engineer with more than 15 years of success in civil and environmental engineering, specializing in stormwater and floodplain management. His work in Volusia County includes outfall assessments for the Halifax River and St. Johns River, helping the County with a proactive approach to identifying innovative solutions to addressing impaired water bodies. Dan Hammond is a water quality expert with more than 20 years experience



## Commitment to Quality

**FNI is the first engineering and architecture firm to receive the Malcolm Baldrige National Quality Award.**

The Baldrige Award is a prestigious national recognition that promotes excellence in organizational performance, recognizes the achievements of U.S. organizations and publicizes successful performance strategies.

We were one of seven businesses to be recognized in 2010, and one of three recognized in the small business category.



386-868-0015 | freese.com  
4 Office Park Drive, Pod 3  
Palm Coast, FL 32137

working with Total Maximum Daily Load (TMDL) development and implementation and providing Basin Management Action Plan (BMAP) support to clients throughout Florida. His experience includes BMAP support for Volusia County regarding Volusia Blue Spring, the St. John's River, and Lakes Harney and Monroe. **These familiar faces will build on their understanding of the County to provide innovative solutions for assignments under this contract.**

**Technical and On-Call Experience:** We understand how to deliver within an on-call program and are currently performing on-call professional services on a work authorization basis for multiple local governments. **FNI has recently completed or is currently engaged in 200+ on-call/task order-related projects.** In Florida, we are currently providing on-call services for the City of DeLand, City of Ormond Beach, JEA, Nassau County, City of St. Petersburg, City of Tampa, Manatee County and Pasco County. Our team members are experts in their fields, ready to provide innovative and cost-effective solutions to your engineering challenges.

**Multidisciplinary Team Approach to Provide Responsive Service:** Our primary focus remains being a **trusted advisor** to our clients. Whether we are providing strategic CIP assistance, funding assistance or full design, documentation and construction services, what drives our work is the alignment with clients' institutional goals. All FNI offices are linked through the latest technology and knowledge databases. Our menu of services is fully integrated across all our disciplines to deliver projects effectively and to verify that each project receives the benefit of the specific knowledge of every professional within our organization. Our goal is to capture the full creativity, innovation and technical proficiency of every team member regardless of office or project location.

We are excited about the opportunity to work with the County under this professional services contract. Please contact us directly with any questions regarding our qualifications.

Sincerely,

A handwritten signature in blue ink that reads 'Curtis Burkett'.

Curtis Burkett, PE, LEED AP  
Project Manager  
386-453-1028 | curtis.burkett@freese.com

A handwritten signature in blue ink that reads 'Cory Stull'.

Cory Stull, PE\*, CFM  
Vice President/Principal-in-Charge  
713-600-6809 | cory.stull@freese.com  
*Authorized Agent of the Firm*  
*\*Licensed outside of Florida*



817-735-7300 | freese.com  
801 Cherry Street  
Suite 2800  
Fort Worth, Texas 76102

## CORPORATE RESOLUTION FOR CONTRACT EXECUTION

Resolved, that after Freese and Nichols' review and approval process of subject documents, any Officer or Vice President of Freese and Nichols, Inc. (FNI) – named in the listing attached hereto and made part hereof - be and are hereby authorized and empowered to sign any and all documents on behalf of FNI, and,

Resolved, that after FNI review and approval process of subject documents, all Associates of FNI, – a current listing attached hereto and made part hereof be and are hereby authorized and empowered to sign any amendment, task authorization, task order or other like document which changes the scope and/or value of an existing professional services agreement whose values does not exceed \$75,000 on behalf of FNI, and,

Resolved, that after FNI review and approval process of subject documents, the Risk Manager of FNI, – a current listing attached hereto and made part hereof be and are hereby authorized and empowered to sign any and all documents on behalf of FNI whose value does not exceed \$250,000.

Resolved, that after FNI review and approval process of subject documents not related to professional services agreements, the Building Services Manager of FNI, – a current listing attached hereto and made part hereof be and are hereby authorized and empowered to sign any and all documents on behalf of FNI whose value does not exceed \$50,000.

Resolved that after FNI review and approval process of subject documents related to Subconsultant agreements, a Contract Administrator, whose name is in the listing attached hereto and made part hereof be and are hereby authorized and empowered to sign any and all documents related to subcontracted services on behalf of FNI whose value does not exceed \$250,000.

*Resolved that after FNI review and approval process of subject documents and after appropriate execution of documents, all Officers, Vice Presidents, Associates, Contract Administrators, and Risk Manager, be named by the Board as "authorized agents" of FNI in regard to executing Form 1295 (Disclosure of Interested Parties) form.*

IN WITNESS WHEREOF, I have hereunto affixed my signature this 22<sup>nd</sup> day of April 2024.

Robert F. Pence, Chairman

## Authorized Agent for this Contract:

Cory Stull, PE\*, CFM | Vice President/Principal-in-Charge

713-600-6809 | cory.stull@freese.com

\*Licensed outside of Florida

Corporate Resolution for Contract Execution

April 22, 2024

Page 2

Documents – Any and All Officers & Vice Presidents		Any Amendments – Up to \$75K Associates			Documents Up to \$250K Risk Manager/ General Counsel – Director Risk & Compliance
Brian C. Coltharp	Nick Lester	Holly Ahumada	John Fishburne	Kirk Millican	Will Allanach
Robert F. Pence	Scott Maughn	Jon S. Albright	Andrew Franko	Erin Mills	Jace Houston
Jeff Payne	Sam Meisner	Will Allanach	Charles Gaddy	Muna Mitchell	Documents up to \$50K Building Services Manager
Gwen Perez	Krista Bethune-Melnar	Robert Allen	Bregger Garrison	Kevin Morris	
Tricia H. Hatley	Cindy P. Milrany	Corey Anderson	Coby Gee	Janis C. Murphy	Erin Rider
Alan D. Greer	Charley Mock	Jessica Andrews	Brian Glynn	Ryan Ogenorth	
Thomas Haster	Dustin Mortensen	Rolando Ayala	Lissa Gregg	Justin Oswald	Subconsultant Agreements, Authorizations up to \$250K Contract Administrator
Kevin R. Johnson	David Munn	Peter Bartels	Michael Griffith	Krista Paredes	
Jason D. Afinowicz	Vimal Nair	Chris Belk	Liz Grindstaff	Kimberly Patak	Stephanie Bedison
Charles Archer	James Naylor	Dustin Blaylock	Tony Grubbs	Giancarlo Patiño	
Jared Barber	Stephanie Neises	Tony Bosecker	Scott Haberstroh	Mark Pauls	Attesting Contracts
Clayton Barnard	John M. New	Scot Bowman	Will Hackett	David Payne	
David Bennett	Hector Olmos	M. Leslie Boyd	Allison Hage	Ashley Poe	Officers, Vice Presidents, and Associates Contract Administrators Operations Analysts Assistant Corporate Secretary Risk Manager Notaries
Gennady Boksiner	Robb Otey	Brian Bresler	Jeff Hammond	Dustin Pope	
Wendy Bonneau	Murphy Parks	Brett Bristow	Daniel Harrison	Eric Potts	Attesting Corporate Seal
Chris Bosco	Adam Payne	Emily Brown	Henry Hartshorn	Amanda Powers	
JaNette Bridgewater	Anthony Pevec	Kenneth Bruce	Wayne Hartt	Richard Provolt	Corporate Secretary Treasurer Assistant Corporate Secretary
Jessica L. Brown	Michael V. Reedy	Andrea Bryant	Alan Hendrix	Ishita Rahman	
Melissa Brunger	John L. Rutledge	Sheldon Buck	Jace Houston	Ryan Ramsey	Executing Form 1295-Disclosure of Interested Parties
Kimberly Buckley	Matt Shafer	Todd Buckingham	Gregg Hudock	Nina Reins	
Robert W. Chambers	Trey Shanks	Juan Bujanos	Mark Ickert	Steven Rhodes	Officers, Vice Presidents, and Associates Contract Administrators Operations Analysts Assistant Corporate Secretary Risk Manager
Cody Cockroft	Robin Shermer	Layne Bukhair	Kira Iles	Jeremy Rice	
Scott A. Cole	Carleton Sherrer	Keith Byrne	Christine Jacoby	James Riney	Attesting Corporate Seal
Shad Comeaux	Juan Sierra	Bret Calvert	Bryan Janhsen	Anthony Risko	
John F. Dewar	Chad Simmons	Cullen Carlson	Sharon James	David Rivera	Corporate Secretary Treasurer Assistant Corporate Secretary
Bryan Dick	Gary T. Soward	Matt Cartwright	Ian Jewell	Kendall Ryan	
Larry P. Eckersley	Chance Sparks	Van Cashen	Stephen Johnson	Jerome W. Scanlon	Executing Form 1295-Disclosure of Interested Parties
Murali Erat	Cory Stull	Nick Cecava	Garrett Johnston	Dane Schneider	
Erin Flanagan	Chris Trevino	Naveen Chillara	Parris Jones	Michael Schuster	Officers, Vice Presidents, and Associates Contract Administrators Operations Analysts Assistant Corporate Secretary Risk Manager
James E. Gibson	Victor M. Vasquez	Jason Cocklin	Simone Kiel	Winston Silvia	
Russell L. Gibson	Coy Veach	Aaron Conine	Kevin Kiniry	David Sloan	Attesting Corporate Seal
Charles Gilman	Jason Ward	Blake Cotton	Stephanie Kirchstein	Emily Smith	
Thomas C. Gooch	Jennifer Wasinger	Tom Cross	Brad Kirksey	Russ Springer	Corporate Secretary Treasurer Assistant Corporate Secretary
Paul Green	Brad Watson	Charles Cullen	Jeff Kirkwood	Kevin St. Jacques	
Ron Guzman	Michael D. Wayts	Viraj deSilva	Nick Landes	Philip Taucer	Executing Form 1295-Disclosure of Interested Parties
Edmund Haas	Richard Weatherly	Ed Dickson	Mathew LeClair	Ian Taylor	
Rich Heine	Craig Wells	Jeremy Dixon	Stanford W. Lynch	Misty Thomison	Officers, Vice Presidents, and Associates Contract Administrators Operations Analysts Assistant Corporate Secretary Risk Manager
Jeff Hensley	Brian White	Tom Dixon	Brittney Mahlum	Shane Torno	
Clay Herndon	Chuck Wolf	Brian Edmondson	John Manning	Beever Valdez	Attesting Corporate Seal
James Heydorn	John S. Wolfhope	Brad Endres	Wendy Martin	Jessica Vassar	
Anne Hoskins	Other	Eric Engelskirchen	Spencer Maxwell	Lisa Vitale	Corporate Secretary Treasurer Assistant Corporate Secretary
Scott Hubley		Mark Evans	Michael McBee	Michael Votaw	
Alan C. Hutson	Paula Feldman	Sandip Faldu	Steve McCaskie	Dawn Warrick	Executing Form 1295-Disclosure of Interested Parties
Brandon Huxford	(Gwinnett County, GA, Dept. of WR Contracts only, contingent upon prior procedural authorization)	Jonathan Faughtenberry	Morgan McIlwain	Craig Wells	
David R. Jackson		Barry Fehl	Tina McMartin	Adam Young	Officers, Vice Presidents, and Associates Contract Administrators Operations Analysts Assistant Corporate Secretary Risk Manager
Bryan Jann		Paula Feldman	Allen McRee	Colin Young	
Chris Jones		James (JB) Ferguson	Patrick Miles	Wade Zemlock	Attesting Corporate Seal
Mazen Kawasmi					
Heather Keister					Corporate Secretary Treasurer Assistant Corporate Secretary
James Keith					
Kendall King					Executing Form 1295-Disclosure of Interested Parties
Charles Kucherka					



# Firm Profile

FNI is a client-focused, regionally based firm with national expertise. We meet client needs with responsiveness and flexibility. Dating back to our firm’s founding in 1894, we put relationships first — clients, teaming partners and staff — and seek long-term relationships, many of which are counted in decades, not years.

FNI provides a broad range of services to plan, design and manage public infrastructure projects. We help our clients through every stage of the project life cycle: planning, design, program management, funding procurement, regulatory compliance, construction management, and operations and maintenance. Our project teams are known for exceeding client expectations through innovative concepts and high-performing designs.

1894

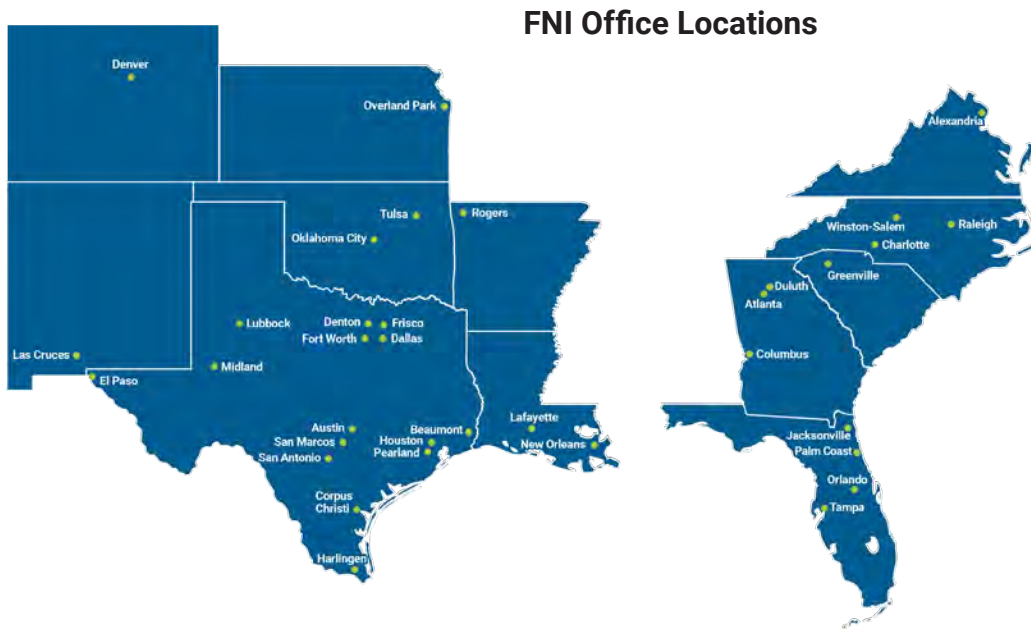
Year company was founded

1,200+

Multidiscipline professionals

44

Team Members in Florida



“Innovation is the essence of the FNI culture. We’ve structured our company to inspire innovation every day. The results are solutions for our clients that span disciplines and geography.”

Brian Coltharp | FNI President and CEO

# FNI at a Glance

**Years in Business**  
130

**Designation**  
Corporation

**Active Business Venues**  
Palm Coast, Orlando, Jacksonville and Tampa, Florida

31 additional offices nationwide

## Local Leadership



**Curtis Burkett** will serve as the team’s Local Project Manager for

any contract assignment. He will act as the main point of contact for the County for all technical services performed by the FNI team. With more than 39 years in the business, he has worked for various governments in the area, including Volusia County, Flagler County, City of DeLand, City of Ormond Beach, City of Daytona Beach, City of South Daytona, City of Port Orange, City of Deltona, City of Palm Coast, City of Holly Hill and the Volusia County School Board.

# Certificate of Incorporation



OFFICE OF THE SECRETARY OF STATE

## CERTIFICATE OF INCORPORATION OF

FREESE AND NICHOLS, INC.

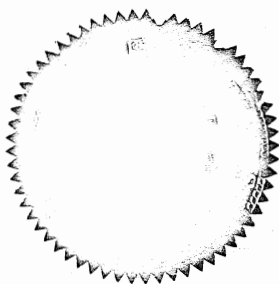
The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.

DECEMBER 20 76  
Dated \_\_\_\_\_, 19\_\_\_\_

Secretary of State

1a



# Florida Department of State (FDOS) Certification

## State of Florida Department of State

I certify from the records of this office that FREESE AND NICHOLS, INC. is a Texas corporation authorized to transact business in the State of Florida, qualified on January 10, 2012.

The document number of this corporation is F12000000128.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 11, 2024, and that its status is active.

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

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



Secretary of State

Tracking Number: 9647704691CU

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

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

FDOS Sunbiz Report

2024 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F12000000128

Entity Name: FREESE AND NICHOLS, INC.

Current Principal Place of Business:

801 CHERRY STREET, STE 2800  
FT WORTH, TX 76102

Current Mailing Address:

801 CHERRY STREET, STE 2800  
FT WORTH, TX 76102 US

FEI Number: 75-1531935

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301-2525 US

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

SIGNATURE:

Electronic Signature of Registered Agent Date

Officer/Director Detail :

Title DIRECTOR  
Name PENCE, ROBERT  
Address 801 CHERRY STREET, STE 2800  
City-State-Zip: FT WORTH TX 76102  
  
Title CFO, TREASURER  
Name MILRANY, CYNTHIA  
Address 801 CHERRY STREET, STE 2800  
City-State-Zip: FT WORTH TX 76102  
  
Title DIRECTOR  
Name WOLFHOPE, JOHN  
Address 10431 MORADO CIRCLE, STE 300  
City-State-Zip: AUSTIN TX 78759  
  
Title DIRECTOR  
Name GREER, ALAN  
Address 801 CHERRY STREET, STE 2800  
City-State-Zip: FT WORTH TX 76102

Title CEO, DIRECTOR, PRESIDENT  
Name COLTHARP, BRIAN  
Address 801 CHERRY STREET, STE 2800  
City-State-Zip: FT WORTH TX 76102  
  
Title DIRECTOR  
Name REEDY, MICHAEL  
Address 10497 TOWN AND COUNTRY  
WAY,STE 600  
City-State-Zip: HOUSTON TX 77024  
  
Title DIRECTOR  
Name COLE, SCOTT  
Address 801 CHERRY STREET, STE 2800  
City-State-Zip: FT WORTH TX 76102  
  
Title DIRECTOR  
Name PAYNE, JEFF  
Address 5805 MAIN STREET, STE B  
City-State-Zip: FRISCO TX 75034

Continues on page 2

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

SIGNATURE: KEVIN JOHNSON SECRETARY 01/11/2024  
Electronic Signature of Signing Officer/Director Detail Date

Officer/Director Detail Continued :

Title DIRECTOR, SECRETARY  
Name JOHNSON, KEVIN  
Address 2711 N. HASKELL AVENUE, STE 3300  
City-State-Zip: DALLAS TX 75204  
  
Title DIRECTOR  
Name ARCHER, CHARLES  
Address 1017 MAIN CAMPUS DRIVE, BUILDING  
1 STE 1200  
City-State-Zip: RALEIGH NC 27606



## Ownership Interests

FNI is a privately owned corporation. None of our principal owners hold more than 10% of the company. Our employee-owned firm is led by our senior executive team, made up of our President and CEO, Chief Operating Officer, Chief Financial Officer and two Chief Business Development Officers. With a focus on continuous

improvement, FNI has robust programs for leadership development and succession planning. We have seen that encouraging future leaders helps us maintain our culture and brings about long-term stability in our company's strategic planning.

## Present Status and Projected Direction of Business

FNI is a \$275-million company with 35 offices in 12 states. The firm has remained in continuous operation since its founding in 1894 by maintaining financial stability through scrupulous accounting methods and conservative budgeting. FNI billings have grown consistently during the last 15 years, illustrating our firm's stability and strong financial performance.

FNI does not maintain significant debt and the average debt-to-equity ratio over the last five years is less than 2%. Additionally, FNI maintains a line of credit that is rarely utilized.

FNI's financial stability has sustained the firm through various economic cycles that have occurred in the past century. This stability is passed on to our clients through the confidence in knowing that we have and can sustain our quality services during unpredictable economic times. The firm has no conditions, such as bankruptcy, pending merger, pending litigation or planning office closures, that would impede FNI's ability to complete its client obligations.

## Litigation and Non-Performance

### Freese and Nichols, Inc.

FNI has never failed to complete work in accordance with a contract. FNI has been involved in the following litigation in the last 5 years:

- Plaintiff filed personal injury lawsuit against municipal client and other entities involved in the construction of a project. FNI was a subconsultant and had a small role in project design and management. **FNI was dismissed from the suit.**
- Plaintiff was injured while attempting to remove a blockage from the discharge area of a lime slurry pump. Plaintiff filed a lawsuit against FNI claiming that his injuries were the result of actions taken under the direction and supervision of one of FNI's employees. **FNI is working to resolve this ongoing litigation.**
- Plaintiff was struck by a motor vehicle while riding a bicycle through the crosswalk of a city street intersection. Plaintiff filed a lawsuit against the driver and construction contractor, project owner, and FNI claiming that her injuries were due to the negligent operation of the motor vehicle and inadequate construction of the intersection where the accident occurred. **FNI is working to resolve this ongoing litigation.**

- Contractor filed suit against the project owner, project manager, engineer and FNI claiming interference with the contractor's means and methods on a construction project. FNI is providing inspection services for the project owner during the construction phase. **FNI was dismissed from the initial suit filed by contractor.** Contractor has since re-filed suit. **FNI is working to resolve this ongoing litigation.**
- FNI is engaged in a lawsuit with a private entity client related to the design of wastewater handling facilities for their animal breeding and housing operation where FNI served as the design engineer. **FNI is working to resolve this ongoing litigation.**
- Contractor filed suit against the project owner and FNI on a dam and spillway project claiming that it is owed for extra work and delays due to site conditions that allegedly differ from those identified in the contract documents. FNI was the design engineer on the project. **FNI is working to resolve this ongoing litigation.**

### Clearview Land Design

- Clearview Land Design has not been involved in any judgments, claims, arbitration proceedings or suits pending that have been initiated by or against the proposer in the past five years.

### Cummins Cederberg, Inc.

- Cummins Cederberg, Inc. has not been involved in any judgments, claims, arbitration proceedings or suits pending that have been initiated by or against the proposer in the past five years.

### Southeastern Surveying and Mapping

- Development group filed a claim alleging control was incorrect with elevation in error. The suit was settled.
- Contractor filed a claim alleging construction layout errors related to the construction of a hospital building. The suit was settled.

### Ecowild Consulting Group

- Neither Ecowild Consulting Group nor any of its officers or principals has been party to any litigation and/or judgments entered against it or them by any local, state or federal governmental entity, and has had no litigation and/or judgments entered against any such entity on its or their behalf during the past five years.

### Meskel & Associates Engineering

- MAE has not been involved in any judgments, claims, arbitration proceedings or suits pending that have been initiated by or against the proposer in the past five years.

## Overall Qualifications to Provide Services

Volusia County is seeking a firm that can bring to the County a depth of knowledge and experience related to stormwater management. The term *Stormwater Management* can represent many elements from initial planning and determination of issues to final design and construction documents. The FNI team of professionals are highly skilled in all aspects of Stormwater Management and can provide the full range of these services.

Our primary focus is to work closely with our clients to establish trust and respect for the talents that both sides possess and to align our work efforts with the clients institutional goals. In taking this approach for over 130 years in business, FNI builds on that teaming partnership to become a trusted advisor to our clients. Our Mission

as a firm is the provide to each of our clients **Innovative Approaches** to your issues; work closely with you to bring about **Practical Results** while delivering all of our work product with **Outstanding Services**. In taking this approach, we are able to deliver through each project our corporate Vision to **Be the Firm of Choice for Clients and Employees**.

All FNI offices are linked through the latest technology and knowledge databases. Our menu of services is fully integrated across all our disciplines to deliver projects effectively and to verify that each project receives the benefit of specific knowledge of every professional within our organization. Our goal is to capture the full creativity, innovation, and technical proficiency of every team member regardless of office or project location.

#### Rodney Cook Sr. Park CITY OF ATLANTA

As part of a joint venture, FNI developed a stormwater master plan and led the design for the Rodney Cook Sr. Park's stormwater features to add more open space to the surrounding neighborhood, alleviate localized flooding, increase stormwater capacity, improve water quality and provide educational opportunities. The project received the ACEC National Engineering Excellence Grand Award in 2022.



## Stormwater Management and Design Services

FNI has assisted many public clients with all aspects of a stormwater program. These include citywide basin and localized planning; design; H&H modeling and CIP development; regulatory compliance; staffing assistance; and funding assistance. Our stormwater professionals work almost exclusively on stormwater projects for municipalities and regional authorities. They work on public stormwater projects every day without conflicts of interest with private development work. Our team is well-versed in utilizing the latest modeling software, helping you make fully informed decisions to maximize your construction dollars. Our experienced stormwater staff will provide you constructible, sustainable alternatives that optimize your budgets for construction, operations and maintenance.



Installation of Nutrient Separating Baffle Structure on Marcelle Ave. in Volusia County as part of neighborhood drainage improvement project.

## The FNI Team Delivers on the County's Needs

Though FNI has been in business for 130 years our stormwater efforts are just beginning to see the growth that defines the current environment surrounding stormwater and resilient efforts. Our current stormwater

practice has over 135 personnel that deliver over \$30 million a year, and growing, on stormwater projects. **We understand that the County is seeking assistance in a wide range of needs such as:**

### The County Needs: NPDES Program

The County is seeking assistance with and implementation of the National Pollutant Discharge Elimination System (NPDES) program.

### FNI Delivers:

Due to the size and type of work that FNI provides, most all of our stormwater projects encompass the NPDES program, thus we have a full understanding of how to help the County remain compliant.

### The County Needs: Water Quality Program Compliance

Compliance efforts must include a full understanding of how to address TMDL requirements and successful 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

### FNI Delivers:

Curtis Burkett, Daniel Hammond and Matt Goolsby are quite familiar with these programs and requirements as both Dan and Matt were involved in the early processes of development of these programs within Volusia County. Their hands on knowledge and continued involvement in these programs around the state bring a first-hand expertise on how these programs will impact the County's goals and objectives over the next 3-5 years. As you will see in the Project Approach section, we have a clear path forward on how to address these stormwater elements.

### The County Needs: H&H/Water Quality

Compound Flood Modeling and Watershed Management planning and design is another area of need including, but not limited to, initial hydrologic and hydraulic (H&H) modeling of the 16 watersheds in Volusia County, as well as pollutant loading modeling and updates to existing Stormwater Management Master Plans of the watersheds.



### FNI Delivers:

- FNI brings to the county a wide range of modeling knowledge that comprises the experience of both local, state and regional expertise. Curtis Burkett brings almost 40 years of Volusia County Stormwater experience, including over two decades of direct Volusia County contract work (see Local Project Management Leader/Local Experience). Our core team is built upon H&H modeling experience throughout the southeastern part



of the US. From Texas to Florida our team has tackled some of the biggest H&H modeling challenges that this region has experienced as we see this part of the country experiencing significant storm patterns and rainfall amounts not seen previously. FNI's Stormwater Practice is currently involved in over 237 active contracts that encompass over \$183 million dollars in effort with approximately 70% of those requiring H&H modeling. From the Houston area on the Gulf Coast of Texas around the State of Florida up to Jacksonville are similar in project needs and client objectives.

- Our stormwater team has expertise in all forms of H&H modeling including but not limited to ICPR4 (StormWise), HEC-RAS (steady and unsteady flow), HEC-HMS, HEC-GeoRAS, HEC-GeoHMS, XP-SWMM, EPA-SWMM all using advanced geospatial analysis using GIS. This knowledge base lead by Matt Goolsby and Curtis Burkett will assist the County in completing the remaining of their 16 watersheds and also help to update older models in order to adapt to the new rainfall intensity and storm return periods.

### The County Needs: Design and Permitting for CIP Projects

Engineering analysis and design and permitting of capital improvement projects, including coordination with permitting agencies having jurisdictional oversight, and stormwater/environmental needs that may arise.



### FNI Delivers:

FNI is comfortable in working within an on-call services type contract and currently have seven such Florida contracts with over 32 active projects with the following governmental agencies::

- City of Deland
- City of Tampa
- City of Ormond Beach
- Pasco County
- JEA
- Manatee County
- City of St. Petersburg

Our firm culture for 130 has been build upon continuing professional relationships based on continuing on-call services type contracts.

Many of the projects noted under these continuing contracts are via CIP programs. Curtis Burkett comes from an era of full service civil engineering services and specializes in the engineering analysis/design aspects of projects and has delivered many of the most iconic projects within Volusia County throughout his career.



**Hammock Lane Culvert Improvements for the City of Ormond Beach under Continuing Professional Services Contract**

## Curtis Burkett's Notable Local Project Experience includes:

- **Daytona Beach International Airport** – All Landside Development – Volusia County (FDOT Airport Project of the Year)
- **Stetson's Lynn Business Center** – City of DeLand (1st Green Certified Building in Florida)
- **Richard Petter Boulevard Extension** – Volusia County
- **Hand Avenue Roadway/Drainage Improvements** – City of Ormond Beach (Top 10 Drainage Projects from Stormwater Magazine)
- **Clyde Morris Boulevard Widening** – Stormwater Design/Permitting – Volusia County, City of Ormond Beach
- **Canal Street Streetscape** – City of New Smyrna Beach (Awarded the Florida Planning and Zoning Association's "Outstanding Public Development Award," the Secretary of State Award for "Outstanding Public Improvement" and the International Downtown Association's (IDA) "Award of Merit")
- **Redevelopment at Daytona Beach Boardwalk** in conjunction with Marriott Hotel Development Project
- **Hunter's Ridge DRI Master Plan** – Ormond Beach, Volusia County/Flagler County

## Services and Capabilities

### Watershed and Local Studies/CIP Development

- Identification and prioritization of capital improvement projects
- Regional and localized stormwater management approaches around those projects
- Information to enable better floodplain management and budgeting decisions

### Design

- Storm sewer and drainage systems
- Open channel flood and erosion control improvements
- Regional detention/retention ponds
- Water quality controls
- Stream stabilization and restoration
- Wetland restoration and creation
- Pressure sewers and tunnels
- Pump stations
- Levees and dams

### Development Management

- LID policy and technical criteria development
- Plans for future growth and development
- Enforcement of development through stormwater management reviews
- Stormwater drainage criteria and ordinances

### Regulatory Compliance

- Phase I and Phase II NPDES
- Pollution Prevention and Permitting
- FEMA mapping studies
- Dam safety regulations
- 404 permits

### Funding Assistance

- State and federal grant programs
- Stormwater utility fees

## Environmental Science Services

FNI has earned the reputation for providing clients with practical solutions to complex environmental regulations. Our biologists, ecologists, geologists, engineers, wetland scientists, geomorphologists, arborists, foresters, fisheries specialists and GIS analysts can quickly assess environmental challenges and regulatory requirements. From there, we develop strategies to help you avoid or minimize costly and time-consuming regulatory obstacles.

Through our extensive project experience, we've built strong relationships with state and federal regulatory agencies. These experiences have given us a thorough understanding of regulations, requirements and agency preferences for compliance actions, permit applications and document submissions. We work on your behalf to verify accurate regulatory compliance and agency approvals, reducing project risks and uncertainties.

### FNI Staff by Area of Expertise

**213**

Infrastructure Design

**48**

H&H Modeling

**204**

Water Resources/  
Stormwater

**157**

Program/Construction  
Management/Inspection

**\$5.5**  
**billion**

In the last **20 years**, FNI has helped clients access more than **\$5.5 billion** in low-interest loans and grants from **24** different funding programs to fund more than **90 projects**.





- Identification and delineation of Waters of the U.S. (including wetlands)
- U.S. Army Corps of Engineers authorizations
- Section 10
- Section 404
- Section 408
- Phase II MS4 stormwater permits (NPDES Compliance)
- Stormwater Pollution Prevention Plans (SWPPPs) for construction or industrial activities
- Floodplain Management (CRS Compliance)

## Compliance and Remediation

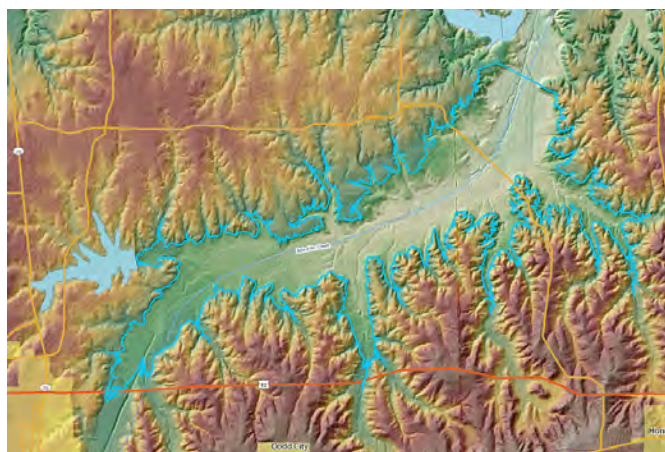
We know complying with federal and state regulations can be challenging, so our environmental scientists stay up to date on requirements and seek out opportunities to reduce the burdens on your project. Our knowledge of regulatory programs, risk-based assessments and cleanups will guide your approach to remediate or redevelop your properties. We have conducted extensive affected property assessments and prepared construction documents to implement a wide range of remedial techniques.

- Phase I and II Environmental Site Assessments
- EPA Brownfields Program
- Investigation and data analysis
- Development of risk-based cleanup levels
- Hazardous and non-hazardous waste management
- Remediation design and implementation
- PFAS services

## Permitting and Documentation

Whether your project is straightforward, like a bank stabilization project, or complex and controversial, FNI can help you obtain the permits and documents you need. Our team has expertise in consideration of potential impacts to threatened and endangered species habitats; waters of the U.S., including wetlands; and cultural resources. We can help you locate and design your projects to avoid environmental issues, saving you time and reducing costs related to permitting and mitigation.

- National Environmental Policy Act (NEPA) documents
- Environmental Impact Statements
- Environmental Assessments
- Categorical Exclusions



## Ecosystem Restoration

Our team is passionate about engineering with nature, working to implement natural solutions where feasible. We pursue solutions that work with ecological and geomorphological processes, require less direct maintenance over time, and cost less than traditional hard structures. Some of our more recent experiences include the largest compensatory mitigation project in the history of the Section 404 program; a federal mega-study to restore and protect much of the Texas coast; an oyster-reef living shoreline; and an award-winning tidal restoration project.

- Living shorelines to protect resources and infrastructure
- Stream restoration and wetland mitigation projects to offset project impacts
- Wetland and floodplain restoration for water quality maintenance, flood abatement or nutrient retention
- Bird nesting islands for conservation and resilience of declining species
- Hydrological restoration

## Subconsultant Team Members

FNI values its subconsultant partners. They are essential to the successful delivery of projects and help us run our business effectively and efficiently. We seek business partners who share our company values: providing excellent client service, adhering to ethical business practices and committing to long-term, mutually beneficial relationships. Our subconsultant partners for this contract include:

### Clearview Land Design



Clearview Land Design will be the team's modeling lead, offering a dynamic team of more than 50 skilled professionals offers a comprehensive suite of services including planning, engineering design, landscape architecture, environmental science, permitting, GIS, platting and construction inspection. This diverse expertise allows for end-to-end solutions that streamline the project management process for clients.

### EcoWild Consulting Group



EcoWild Consulting Group, LLC is an environmental consulting firm operating out of Tampa, Florida.

EcoWild is specialized in providing strategic advisory, planning and permitting services on land development and conservation focused projects. They are known for their expertise in navigating regulations for wetlands and threatened and endangered wildlife species, and in

developing science-based solutions to complex business and conservation challenges throughout Florida. Their experience, reputation, and dedication promotes successful outcomes for clients and partners.

### Southeastern Surveying and Mapping (SSMC)



SSMC is an independent, 100% employee-owned geomatics services firm providing professional surveying and mapping, subsurface utility engineering (SUE) and GIS services. Their staff of over 200 personnel includes 15 licensed Professional Surveyors and Mappers, one Professional Engineer and 39 nationally Certified Survey Technicians.

### Meskel & Associates Engineering (MAE)



MAE was established in 2008 and is licensed by the state of Florida in professional engineering and geology. Their staff of 30 includes engineers, geologists, CAD operators, field and laboratory technicians and administrative support staff. MAE provides geotechnical engineering, environmental consulting, construction engineering inspection and construction materials testing services.

### Cummins Cederberg



Cummins Cederberg is comprised of coastal engineers, marine structural engineers, marine biologists, regulatory and policy experts, marine scientists, oceanographers and construction managers with proven experience in all facets of coastal engineering, environmental planning and the regulatory framework.



A key tenet of the FNI philosophy is stewardship of our clients' assets and public resources. FNI Water™ is the framework for a process that helps our staff explore alternatives for sustainable water resources in the 21st century.

FNI Water™ focuses primarily on two aspects of sustainability: the natural environment (water and energy) and life cycle costs. It takes a comprehensive, environmentally responsible approach and implements best practices through every step of a stormwater project, from planning to operations, to maximize the quantity and quality of water, protect ecosystem functions, minimize energy use and minimize costs.



## FNI Awards and Achievements

FNI has a long history of delivering award-winning projects, and we have received numerous accolades for our commitment to quality and excellence in workplace management. We consistently rank high in the top fifth of ENR's national listing of "Top 500 Design Firms", and we are currently listed as 79th in ENR Southeast's "Top Design Firms". **National- and state-level project awards include:**

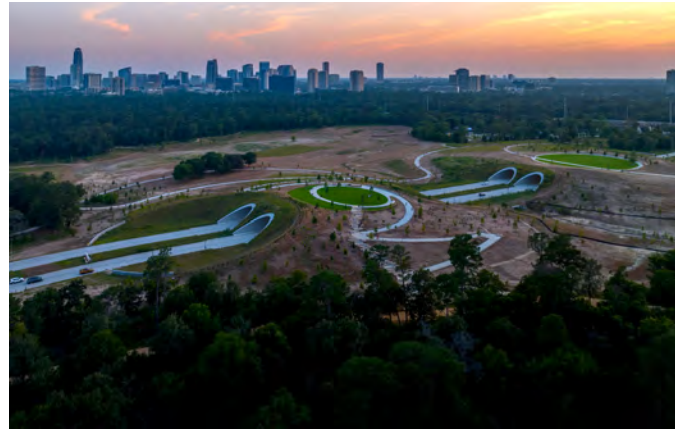
### RODNEY COOK SR. PARK | CITY OF ATLANTA

- Engineering Excellence Grand Award (Water Resources) – ACEC National
- Innovative Water Project for Large Population (Stormwater) – National Association of Flood and Stormwater Management Agencies
- Engineering Excellence Award (Water Resources) – ACEC Georgia
- Innovation in Sustainable Engineering Award (Stormwater) – ASCE
- Award of Merit, Landscaping/Urban Development – ENR Southeast



### HAZARDOUS ROADWAY OVERTOPPING MITIGATION DEVELOPMENT

- Engineering Excellence National Recognition Award (Engineering Planning) ACEC
- Engineering Excellence Gold Award (Engineering Planning) – ACEC Texas



### MEMORIAL PARK CENTRAL CONNECTOR | MEMORIAL PARK CONSERVANCY

- Engineering Excellence Gold Award (Stormwater) – ACEC Texas
- Best of the Best National Award (Urban Planning) – Engineering News-Record
- Best Project, Landscape/Urban Development – ENR Texas and Louisiana



### BOIS D'ARC LAKE WATER SUPPLY PROGRAM | NORTH TEXAS MUNICIPAL WATER DISTRICT

- Engineering Excellence National Honor Award (Water Resources) – ACEC
- Project of the Year – APWA Texas Chapter
- Engineering Excellence Gold Award (Water Resources) – ACEC Texas
- Texas Outstanding Civil Engineering Achievement Award (Engineering Planning) – ASCE Texas Section



# Comparable Project Experience

FNI has assembled a multidiscipline team dedicated to partnering with Volusia County to deliver quality professional engineering services toward this important contract, on time and within budget. We recognize Volusia County is experiencing county-wide growth challenges, and we are the right team to help maximize the available capital improvement plan (CIP) budgets to manage public infrastructure projects. In this SOQ, we have detailed many reasons why the FNI team is the ideal choice for this contract, including:

## Multidiscipline Team of Experts

Our more than 1,200 professionals deliver top-tier professional services and are known for exceeding client expectations through innovative concepts and high-performing designs. FNI's engineering team uses the latest design technology and best practices to deliver stormwater infrastructure, environmental, and municipal engineering planning and design. Our depth of municipal engineering experience and the current knowledge of various engineering designs include:

- Drainage/stormwater planning and design
- Civil engineering consulting
- Parks and recreation facilities
- Right-of-way (ROW) infrastructure
- Parking/paving-roadways
- Streetscape/landscape and hardscape design
- Construction supervision and administration
- Post-design services
- Construction engineering
- Permitting and environmental
- Climate vulnerability assessments

## Technical and On-Call Experience

We understand how to work within an on-call program. We are currently performing on-call professional services on a work authorization basis for multiple governmental agencies. Since opening our first Florida office in 2019, FNI has been selected by City of Deland, City of Ormond Beach, JEA, Pasco County, City of Tampa, City of St. Petersburg and Manatee County to provide services under each of their on-call contracts.

## Experienced Local Leadership

Project Manager Curtis Burkett has performed four decades' worth of on-call civil engineering designs for various cities and counties throughout the U.S. He is a native of Florida, spending his entire career providing services here, with over 39 years of professional experience.

## Multidisciplinary Team Approach

Our primary focus remains being a trusted advisor to our clients. Whether we are providing strategic urban planning, funding assistance, full design, or documentation and construction services, what drives our work is the alignment with clients' institutional goals. All FNI offices are linked through the latest technology and knowledge databases. Our menu of services is fully integrated across all our disciplines to deliver projects effectively and to verify that each project receives the benefit of specific knowledge of every professional within our organization. Our goal is to capture the full creativity, innovation and technical proficiency of every team member regardless of office or project location.



## Continuous Improvement is Key to Delivering Quality

For more than two decades, FNI has set a course focused on **continuous improvement**. It is a key tenet to delivering quality in all that we do. Continuous improvement requires methodical planning, measuring, analyzing and refining, resulting in a repeatable systematic approach. It instills accountability and transparency, encouraging self-improvement in the workplace.

Our commitment to quality and continuous improvement was validated when FNI became the first engineering/architecture firm to receive the **Malcolm Baldrige National Quality Award**, the highest level of recognition for performance excellence in the United States. The Baldrige experience still drives our commitment to delivering quality service today.

# Experience Providing Similar Services

PROJECT NAME/CLIENT	LOCATION	WATERSHED MANAGEMENT	URBAN WATERSHED	ICPR4 MODELING	H&H	CRS	GIS	RESILIENCE AND SUSTAINABILITY	SUE	GEOTECH	SURVEYING	IDENTIFIED CAPITAL IMPROVEMENT PROJECTS	KEY PERSONNEL
Section F Featured Project													
Daytona Beach Vulnerability Assessment and Bethune Point WRF Vulnerability/ Resilience Plan, City of Daytona Beach	FL	📍			📍	📍	📍	📍			📍	📍	Curtis Burkett, Craig Wells, John Rinacke
Court Theophelia Stormwater Drainage, Flood Mitigation and Roadway Improvements, City of St. Augustine	FL	📍	📍	📍	📍	📍	📍	📍	📍	📍	📍		Curtis Burkett, Cory Stull, Cindy Lu, , Craig Wells, Kathryn Harring-Figueroa, John Rinacke
Fort Bend County Levee Improvement District No. 2 Study, City of Sugar Land	TX	📍	📍		📍	📍	📍	📍	📍	📍	📍	📍	Cory Stull, Hector Olmos, Mark Pauls, John Rinacke
Upper Sabine River Flood Protection, Sabine River Authority, City of Kilgore	TX	📍	📍		📍	📍	📍	📍	📍		📍	📍	Cory Stull, Hector Olmos, Dane Schneider, Matt Lewis, Mat Leclair, Mark Pauls
2022 CDBG-MIT Anahuac Drainage Improvements Project	TX	📍	📍	📍	📍	📍	📍	📍	📍		📍	📍	Cory Stull, Dane Schneider, Matt Lewis, John Rinacke
San Jacinto River Regional Watershed Study, Harris County Flood Control District	TX	📍			📍		📍	📍			📍	📍	Cory Stull, Hector Olmos, Mark Pauls
Citywide Drainage Study and PER, City of Chipley	FL	📍	📍	📍	📍		📍				📍	📍	Matt Goolsby, Mike Smirch, Cory Swales, Tim Ferreira
Magnolia Park Master Plan Development, Hillsborough County	FL	📍	📍	📍	📍		📍	📍	📍	📍	📍		Mike Smirch, Cory Swales, Tim Ferreira
Bexley Master Plan Development, Pasco County	FL	📍		📍	📍		📍		📍	📍	📍		Mike Smirch, Dave Obrien, Tim Ferreira, Cory Swales, Matt Goolsby
Buffalo Bayou Watershed Stormwater Master Plan, City of Houston	TX	📍	📍		📍		📍				📍		Cory Stull, Hector Olmos, Mark Pauls, Matt Lewis
Governing Board ICPR3 to ICPR4 Model Migration Support (SWFWMD)	FL	📍		📍	📍		📍						Matt Goolsby
Klosterman Bayou, Pinellas County	FL	📍	📍	📍	📍		📍	📍			📍	📍	Matt Goolsby
City of Seminole, Pinellas County	FL	📍	📍	📍	📍		📍	📍			📍	📍	Matt Goolsby
Lower Peninsula Watershed Management Plan, City of Tampa	FL	📍	📍		📍	📍	📍	📍			📍	📍	Matt Goolsby
Citywide Repetitive Loss Area Analysis (RLAA), City of Tampa	FL		📍			📍	📍	📍				📍	Matt Goolsby
Sea Level Rise Vulnerability Analysis, City of Tampa	FL	📍	📍		📍	📍	📍	📍				📍	Matt Goolsby
Southeast Seminole Heights Flood Relief Project, City of Tampa	FL		📍		📍		📍	📍	📍	📍	📍		Matt Goolsby
Dale Mabry Segment of the Upper Peninsula Flood Relief, City of Tampa	FL			📍		📍	📍	📍	📍	📍			Matt Goolsby
Delaney/Archie Creek Water Master Plan, Hillsborough County	FL	📍		📍		📍	📍					📍	Matt Goolsby
City of Seminole Watershed Management Plan	FL	📍	📍	📍	📍		📍	📍			📍	📍	Matt Goolsby
City of Palmetto Watershed Management Plan	FL	📍	📍	📍	📍		📍	📍			📍	📍	Matt Goolsby
Withlacoochee WMP, North Citrus	FL	📍		📍	📍		📍	📍			📍	📍	Matt Goolsby
HCSWMM5 Migration Approach, Hillsborough County	FL	📍			📍		📍						Matt Goolsby
Citywide Master Stormwater Management Plan, City of Jacksonville	FL	📍	📍		📍	📍	📍	📍			📍	📍	Matt Goolsby
Citywide Master Stormwater Management Plan, City of St. Augustine	FL	📍	📍		📍	📍	📍	📍			📍	📍	Matt Goolsby
Pasco Towncenter Master Plan Development	FL	📍		📍	📍		📍		📍	📍	📍		Mike Smirch, Dave Obrien, Tim Ferreira, Cory Swales, Matt Goolsby
Angeline Master Plan Development	FL	📍		📍	📍		📍		📍	📍	📍		Mike Smirch, Dave Obrien, Tim Ferreira, Cory Swales, Matt Goolsby

## Project Experience and References



### Court Theophelia Drainage Improvement City of St. Augustine

FNI provided design, permitting and construction services to replace aged utilities, upgrade existing stormwater infrastructure, and evaluate structural and nonstructural-based resiliency options for the Court Theophelia neighborhood in St. Augustine.

The FNI team utilized ICPR4 modeling software to analyze the existing system for its Level of Service. This analysis was done for various storm events and durations. Once complete, the FNI team evaluated possible alternatives to enhance the system capacity and reduce chronic neighborhood flooding. Further enhancements are the addition of Nutrient Separating Baffle Boxes along with Bio-swailes for net improvement on the water quality of the area.

The flood mitigation and drainage improvements for the Court Theophelia Flood Mitigation and Drainage Project included the design, permitting and grant coordination to perform the following design services:

- Replaced and/or relocated aged or impacted utilities
- Upgraded and/or created a stormwater drainage infrastructure system
- Evaluated other structural and nonstructural-based resilient options (green infrastructure and low-impact development techniques) that will provide a higher level of service and flood protection for the neighborhood
- Replaced damage roadway pavement sections due to chronic water damage
- Upgraded and enhanced neighborhood mobility for pedestrian, bicycle and other neighborhood means of transportation.

The project included design and permitting, project management, bidding, and contractor selection (preconstruction services), construction administration and grant administration (grant project management) activities.

#### LOCATION

St. Augustine, Florida

#### DATES

2024

#### REFERENCE

Jessica Beach, PE  
Chief Resilience Officer  
904-209-4227  
jbeach@citystaug.com

#### RELEVANCE

- H&H Modeling
- Complete Project Design
- Permitting
- Green Infrastructure
- Urbanized Watershed
- Flood Control

**"I have been impressed with the quality of the deliverables, status reports and responsiveness of our project manager [Curtis Burkett]. He has done an outstanding job in communicating with the City on the project. I have full confidence in our team's technical ability to develop the best design alternatives for this project and to look out for the interests of the City." - Jessica Beach, PE, Chief Resilience Officer**



# San Jacinto River Regional Watershed Study

## Harris County Flood Control District (HCFCD)

As a subconsultant, FNI prepared an existing conditions flood hazard assessment, future flood risk planning assessment and flood mitigation planning for the San Jacinto River Regional Watershed (SJRRW). The SJRRW is a comprehensive regional study funded by a federal grant and local partnerships. The SJRRW study effort was led by the Harris County Flood Control District (HCFCD), joined by three other local entities: the San Jacinto River Authority, Montgomery County and the City of Houston.

FNI performed a comprehensive assessment of flood hazard for the 2,880-square-mile San Jacinto River watershed upstream of I-10. The assessment included existing conditions as well as conditions associated with future development on the East Fork San Jacinto River, Luce Bayou, Tarkington Bayou, and Cypress Creek, located in Harris, Montgomery, Liberty, San Jacinto and Walker Counties. The East Fork, Luce, and Tarkington watersheds involved building new HEC-HMS and 1D unsteady HEC-RAS models for approximately 173 miles of detailed studied streams. The Cypress Creek watershed involved updating existing HEC-HMS and 1D unsteady HEC-RAS models for approximately 319 square miles with 81 miles of detailed stream study.

These H&H models were the basis for the flood risk assessment and identification of regional projects needed to mitigate flood risk within the watershed. FNI's H&H modeling efforts spanned 946 square miles of drainage area and 254 miles of detailed stream study. Considered alternatives included large regional detention, channel modification, sedimentation removal and buyouts. A total of 16 projects were scored and ranked according to standardized screening criteria, added to the base existing and future conditions models, and evaluated according to FEMA benefit-cost methodology. The project also included development of funding opportunities, a vegetation and sediment control plan, and a project implementation plan.

All work was completed in compliance with HCFCD methodology, guidance, and best practices and standards.

### LOCATION

Houston, Texas

### DATES

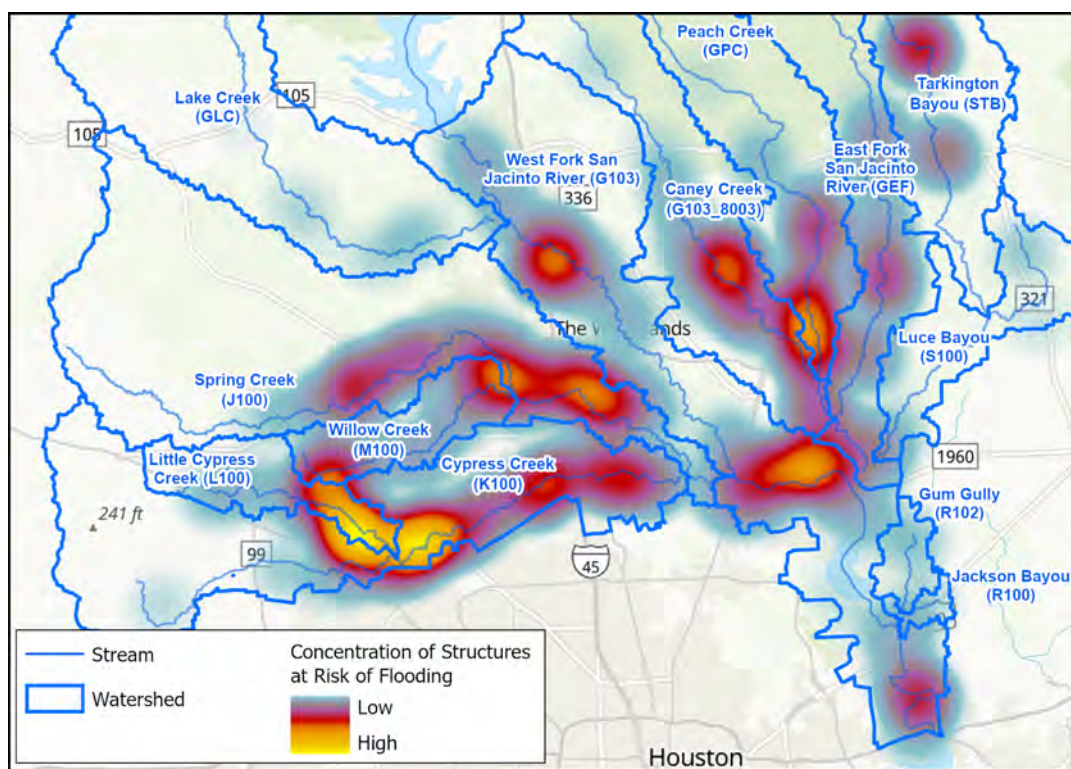
2021

### REFERENCE

Gary Bezemek, PE  
Planning Division Manager  
346-286-5758  
gary.bezemek@hcfcd.hctx.net

### RELEVANCE

- Watershed H&H Modeling
- CIP Development
- BCA Analysis
- FEMA-Compliant
- Future Development Needs



# Chambers County Anahuac Drainage Improvements

## Chambers County

Chambers County (County) is programmed to receive Community Development Block Grant Mitigation (CDBG-MIT) funds distributed by the Harris-Galveston Area Council (HGAC) under the Texas General Land Office (GLO) Regional Method of Distribution (MOD) Program. The CDBG-MIT program will provide the County with an opportunity to fund strategic and high-impact activities to mitigate disaster risks and reduce future losses. The County has identified a residential community in Anahuac, Texas, that has been impacted by flood waters and would benefit from stormwater infrastructure improvements to mitigate future flood damage and loss of property. The Anahuac Drainage Improvements Project study area (project) is a large residential neighborhood located along the southeast shore of Lake Anahuac within Chambers County, Texas.

The first phase of this project consists of a detailed analysis of the local drainage system which is mainly roadside ditches and driveway culvert crossings. The analysis will be completed using HEC-HMS and a comprehensive 1D/2D hydraulic model using StormWise (previously ICPR). The model will incorporate detailed survey, as-built plans, and LiDAR. Existing drainage patterns will be evaluated for a range of frequency storm events. StormWise was selected due to its ability to represent above ground and underground infrastructure, as well as the adjacent topography resulting in a 1D and 2D model that can identify flow paths once runoff exceeds the capacity of the roadside ditches. The ability to model overland flow is critical due to limited topographic relief in the area. Alternatives to alleviate drainage issues will be evaluated using the same modeling tool. Evaluation of alternatives will help identify the optimum configuration of storm sewer, roadside ditches, inlets, and outfall improvements that reduces the risk of structural flooding and contain stormwater within street right-of-way.

**LOCATION**  
Anahuac, Texas

**DATES**  
2026 (est)

**REFERENCE**  
Samantha Humphrey  
Director of Economic  
Development and Grant  
Management  
409-267-2692  
shumphrey@  
chamberstx.gov

- RELEVANCE**
- ICPR4 H&H Modeling
  - Urbanized Watershed
  - Flood Control
  - Complete Project Design



# Upper Sabine River Flood Protection

## Sabine River Authority

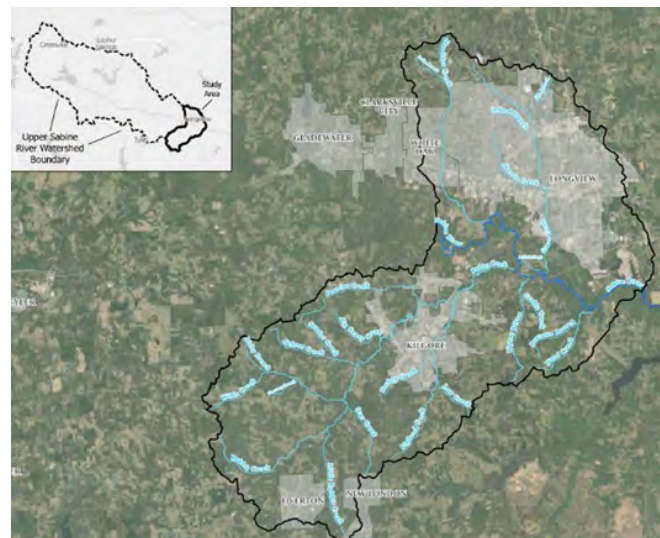
The Upper Sabine River Flood Protection Planning study was a Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF) Category 1 grant application to provide Flood Protection Planning for the Upper Sabine River Basin, consisting of identifying and evaluating existing flood hazards, identifying proposed projects, and developing and evaluating solutions to reduce flood risk within the study area.

The planning study area included approximately 269 square miles of drainage area in the upper Sabine River basin in Upshur, Smith, Gregg, Harrison, and Rusk Counties. The planning study includes all or portions of HUC-10 watersheds 1201000205 Rabbit Creek – Sabine River and 1201000206 Cherokee Bayou-Sabine River. Prior to this study, the hydrologic and hydraulic modeling was limited to major streams in the area with most models being limited to 1D steady-state modeling based on outdated topography.

FNI modeled the major streams within the study area to various levels of detail based on population centers. Due to recent advancements in HEC-RAS, and to provide additional value to the study area's constituents, the hydraulic model utilized a 2D Rain-on-Mesh (ROM) methodology. The hydrologic and hydraulic calculations of ROM are integrated into a single model with spatially distributed rainfall, losses, and routing. The ROM approach provided detailed hydrologic and hydraulic evaluations of the entire watershed within a single integrated model run and produces flood risk information for the entire model domain instead of a limited stream length. This allowed FNI to provide more detailed results than the originally scoped 1D/2D hydraulic models with lumped parameter hydrology.

Throughout the project, coordination with various stakeholders to validate existing conditions results and verify areas with mitigation needs was completed. Flood mitigation projects were then developed across several areas within the study area leveraging the 2D ROM model. In urban areas where detailed storm sewer modeling was necessary InfoWorks ICM was used. The use of ICM facilitated a more detailed evaluation of proposed project areas where subsurface drainage systems were present. Generally, ICM was used for mitigation in areas with inundated railroad underpasses to obtain a more detailed understanding of the storm sewers level of service and to determine if modifications to the drainage system would yield benefits.

For each of the recommended projects an evaluation of constructability and site conditions (threatened and endangered species, oil wells, historical areas, etc.) were preliminarily evaluated and Benefit Cost Analyses (BCA) were developed. Recommended projects (FMPs) were then documented as necessary for inclusion in subsequent cycles of the Regional Flood Plan (RFP) making them eligible for future FIF funding. Additionally, projects that were not recommended as a part of this study were documented as necessary for inclusion in the RFP for further study as a FME.



## LOCATION

Kilgore, Texas

## DATES

5/2024 (est)

## REFERENCE

Mark Mann, PE  
Director of Engineering Services  
409-746-2192  
mmann@sratx.org

## RELEVANCE

- Watershed H&H Modeling
- CIP Development
- BCA Analysis
- FEMA Compliant
- Future Development Needs



# Fort Bend County Levee Improvement District No. 2 Study

## Fort Bend County LID 2 and City of Sugar Land

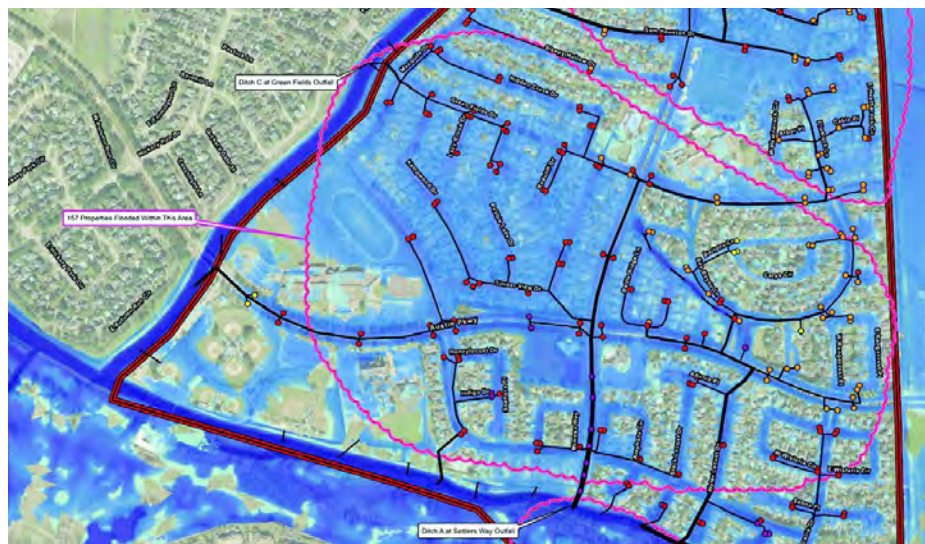
FNI was authorized by the Fort Bend County LID 2 and the City of Sugar Land to evaluate the performance of the Ditch A drainage system and pump station during the Hurricane Harvey event, which generated 31.6 inches of rainfall within the LID 2 boundary. The analysis focused on locations which experienced structural flooding, including homes in the vicinity of Settlers Way Boulevard and Austin Parkway as well as homes adjacent to the Sweetwater Golf Course. These areas were developed in the late 1970s and early 1980s, prior to implementation of a DCM within LID 2. The primary purpose of the evaluation was to identify the root causes of structural flooding.

FNI updated an InfoWorks ICM hydraulic model, originally created by FNI in 2012 as part of the levee breach analysis. Inlets and storm drain networks within the study area were incorporated into the model, providing the highest detail possible of the open channel network and street drainage system. Gage Adjusted Radar Rainfall data from Hurricane Harvey was obtained and used in the simulations. Actual pump operations at the Ditch A outfall and recorded levels on Ditch H were also incorporated into the simulation. The model was calibrated to OHWMs recorded after the event and provided a close match to observed levels.

This model helped identify the causes and timing of structural flooding during the event and was also used to develop preliminary estimates of the additional pump capacity which would be required to meet current local standards. Chimneystone, Austin Park, and Settlers Park Drainage Study:

The City of Sugar Land authorized FNI to evaluate and recommend alternatives so that the local drainage system, consisting of street inlets and storm drains, would satisfy current drainage standards. FNI identified several alternatives including upsizing of the existing network or new infrastructure following alternate paths to provide relief of existing infrastructure.

FNI worked with the City of Sugar Land to develop a drainage improvement project that could be implemented in phases via the CIP. The Austin Park and Chimneystone Drainage Improvements project is in final design and anticipated to begin construction Summer 2023. The new stormwater drainage channel and storm sewer trunkline elements of this project represent the 3rd phase of improvements. The 4th and final phase will be local improvements to curb inlets, storm sewer, and grading to convey excess stormwater runoff out of the neighborhood.



## LOCATION

Sugar Land, Texas

## DATES

2024

## REFERENCE

Jessie Li  
City Engineer  
281-275-2700  
jli@sugarlandtx.gov

## RELEVANCE

- Watershed H&H Modeling
- CIP Implementation
- BCA Analysis
- FEMA Compliant
- Future Development Needs



# Austin Park and Chimneystone Drainage Improvements

## City of Sugar Land

The Austin Park/Chimneystone Drainage Improvements project is located in Fort Bend County LID 2, within the Oyster Creek and Steep Bank Creek watersheds, in the City of Sugar Land. The project consists of approximately 920 acres of single-family residential land use that generally drains from east to west via storm sewer to the LID 2 ditch, a channel system and Steep Bank Creek, and ultimately outfalls to the Brazos River. FNI completed a drainage study in July 2018 and determined the project area to be characterized by limited overland conveyance from public streets (neighborhood) to the existing LID 2 channel system, excessive street ponding of long duration due to dependence on the storm sewer system to completely drain the neighborhood, and most of the existing storm sewer system does not meet current city criteria.

FNI proposed an innovative solution to save the City approximately \$45 million by increasing the effectiveness of the existing infrastructure. The alternative recommended in this study includes improvements to the existing storm sewers on public streets with the construction of a new storm sewer trunkline on major streets and the construction of a new flood control channel. This project includes design implementation of the recommended alternative. This alternative includes construction of storm sewer improvements in the Austin Park subdivision and construction of approximately 5,000 LF of new flood control channel.

### LOCATION

Sugar Land, Texas

### DATES

2023

### REFERENCE

Tim Jahn, PE  
Assistant City Engineer  
281-275-2472  
tjahn@sugarlandtx.gov

### RELEVANCE

- Watershed H&H Modeling
- Flood Control
- CIP Development
- Cost Estimating
- Permitting





# West Texas Avenue Drainage Improvements

## City of Baytown

The West Texas Avenue Drainage Improvements project is located in the City of Baytown within the Goose Creek watershed of Harris County. The project limits consist of the two-block area of historic downtown Baytown, with current land-use in the area being a mix of commercial and residential. The stormwater drainage system is curb and gutter with storm sewer.

FNI was retained by the City of Baytown to perform engineering design services related to delivering drainage improvements in the project area. The project will also include reconstruction of streets, curb and gutter, sidewalks, streetscape improvements, as well as necessary public and franchise utility adjustments. The project represents a downstream continuation of drainage and streetscape improvements along West Texas Avenue implemented in 2009 and 2015.

FNI will perform engineering design services in four phases:

- Phase 1: Preliminary Engineering Report and 30% Design Plans
- Phase 2: Final Design
- Phase 3: Bid Phase
- Phase 4: Construction Phase

**LOCATION**  
Baytown, Texas

**DATES**  
2022

**REFERENCE**  
Michael Leech  
Assistant Director, Capital  
Projects  
281-422-8281  
michael.leech@  
baytown.org

**RELEVANCE**

- Urbanized H&H Modeling
- Complete Design
- Cost Estimating
- Permitting
- Future Development  
Needs





## Downtown Storm Drain Analysis

### City of Arlington

FNI has been contracted by the City of Arlington to perform emergency repairs and alternatives analysis of the existing 108-inch CMP storm drain pipe which runs between East Border Street and East 2nd Street. The pipe outfalls into Johnson Creek at the intersection of South Collins Street and East 2nd Street.

The 1,400 LF of pipe is largely located in Arlington, Texas. The analysis will be limited to the 108-inch CMP section of pipe. The goal of the project is to provide emergency repairs and viable alternatives to rehabilitate the pipe in place – or to reconstruct the failing pipe section. Once all alternatives have been reviewed, and a preferred alternative has been accepted by the city, FNI may provide design services upon separate authorization from the city staff for plan development of the selected improvement.

**LOCATION**  
Arlington, Texas

**DATES**  
Ongoing

**REFERENCE**  
Audra Valamides, PE, CFM  
Stormwater Capital  
Program Manager  
817-459-6373  
audra.valamides@  
arlingtontx.gov

**RELEVANCE**

- Urbanized H&H Modeling
- Complete Design
- Cost Estimating
- Permitting
- Future Development Needs

# Martin Luther King Jr. Boulevard Transit-Oriented Development Stormwater Conveyance Improvements

## City of Austin

FNI is providing planning, design, bid and construction phase services to improve stormwater conveyance in the Martin Luther King, Jr. Boulevard Transit-Oriented Development (TOD) area west of Boggy Creek. The project is an important part of the city's goal to resolve localized flooding issues in the TOD's zone of influence and identify stormwater infrastructure needs to comply with city design criteria. The multi-year project involves multiple phases structured to support development patterns within the area and a change in the city's asset management goals. The study phase encompassed a Stormwater Master Plan and the Preliminary Engineering Report. The report documented existing conditions of the stormwater drainage system; identified potential future needs for the development of five CIPs to address flood, water quality and erosion issues; identified environmental and permitting considerations for the recommended alternatives; investigated and recommended water quality enhancements; developed preliminary plans for the selected storm drain alternatives and associated street and utility improvements; and provided a video assessment of the current conditions of the storm drain infrastructure within the project area.

The design phase includes implementation of one of the CIPs from the master plan using a three-phased approach. Phase 1 includes a 6-foot by 12-foot box culvert outfall into Boggy Creek, limestone boulder bank stabilization, Capital Metropolitan Transportation Authority (CapMetro) coordination for tunneling under the MetroRail, roadway improvements and utility coordination and relocation. This phase has been designed, permitted and constructed where FNI served as general representative.

Phase 2 has also been designed and permitted and is currently under construction. This phase includes water quality improvements using manufactured units, 3,000 LF of full-depth roadway reconstruction, 4,800 LF of storm drain improvements (3,000 LF greater than or equal to 48 inches), metes and bounds documents for new easements and utility relocation.

Phase 3 is currently under design and includes roadway reconstruction, storm drain improvements, new easements, utility relocation and stakeholder coordination with city departments surrounding developers.

## LOCATION

Austin, Texas

## DATES

Ongoing

## REFERENCE

Glen Taffinder, PE, CFM  
Project Manager  
512-974-3381  
glen.taffinder@  
austintexas.gov

## RELEVANCE

- Watershed H&H Modeling
- CIP Development
- BCA Analysis
- Cost Estimating
- Permitting
- FEMA Compliant
- Future Development Needs





# Stormwater Drainage Study and PER

## City of Chipley

Clearview Land Design was contracted to perform a stormwater drainage study, drainage improvement alternatives analysis and a preliminary engineering report for the City of Chipley in coordination with DHM (Melvin Engineering).

The City of Chipley has experienced recurring flooding issues, with the problem areas being magnified by recent hurricanes Michael and Sally. A number of commercial and residential buildings within the City have experienced flood damages.

The objective of the study was to identify options to reduce or prevent flooding in the downtown area of the City of Chipley, and to develop a preliminary engineering report (PER), including recommended mitigation actions, preliminary plans and proposed mitigation activity project costs.

Deliverables include a signed and sealed drainage map, identification of problem areas, recommended mitigation measures, conceptual drawings and opinion of probable costs. These tasks included performing a stormwater field survey to collect an asset inventory and perform ArcHydro geoprocessing to accurately delineate drainage basins and define preferential flow patterns. Modeling in ICPR4 was conducted to inform the project's alternative analysis and preliminary designs.

The project was funded through the Florida Department of Economic Opportunity (DEO) Rural Infrastructure Fund.



### LOCATION

Chipley, Florida

### DATES

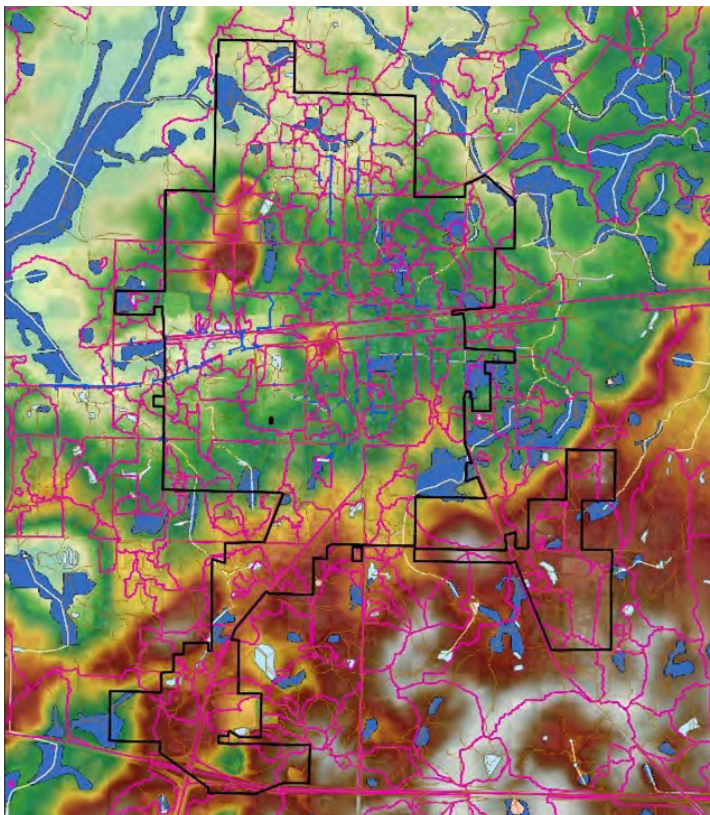
2023

### REFERENCE

Brent Melvin  
Project Manager  
850-482-3045  
brentmelvin@melvineng.com

### RELEVANCE

- H&H Modeling
- Flood Control
- CIP Development
- Alternative Analysis
- Grant Funding





## Bexley Master Plan and Design

### Brookfield Properties

The Bexley project encompasses over 7,000 acres in the Anclote River Watershed in Pasco County, Florida. Clearview is the prime consultant managing the process in close cooperation with SWFWMD, FEMA and Pasco County.

In less than 10 years, Clearview designed, permitted, and constructed over 150 stormwater ponds, major stormwater infrastructure and over 30 miles of roadway. Much of the process was executed with a design-build approach working closely with the permitting agencies, contractor and other team members.

This project has included the following services:

- Regional watershed modeling in ICPR4
- Mitigating existing flooding issues on adjacent properties
- Design, plans preparation, specifications and contract development
- SWFWMD, FEMA and ACOE Permitting
- Public bidding assistance
- Water quality and pollutant load reductions
- Land acquisition and easement assistance
- Cost-benefit analysis
- Flood investigations and feasibility studies
- Landscape architecture, parks and trails



### LOCATION

Land O' Lakes, Pasco County, Florida

### DATES

Ongoing

### REFERENCE

Aaron Baker  
Vice President  
704-887-5948

### RELEVANCE

- H&H Modeling
- Floodplain Management
- Construction Plans
- Permitting
- Water Quality Management
- Cost Estimating (BCA)





## NPDES Permitting Support – Biological Evaluation Plans

### Mosaic Fertilizer, LLC

Addressing NPDES permitting requirements can present challenges that require innovative thinking. Mosaic Fertilizer engaged FNI to think outside the box in addressing certain biological and water quality requirements in a recent NPDES permit for wastewater discharge from a central Florida Mosaic facility.

FNI water resource professionals are working with Mosaic FDEP to develop new ideas, metrics and methodologies for evaluating compliance with nutrient water quality standards in unique water bodies.

FNI is using innovative statistical approaches to assess the applicability of certain methods to demonstration of the effects of nutrients in wastewater discharge on flora and fauna communities. This effort requires extensive knowledge of Florida's water quality regulatory and permitting processes along with significant negotiation with agency personnel to develop plans and methodologies that address permit requirements while proving sufficiently sensitive to evaluate nutrient effects on biological communities.

#### LOCATION

Tampa, Florida

#### DATES

Ongoing

#### REFERENCE

Ben Koplin  
Senior Manager,  
Environmental  
813-541-4633  
koplin@mosaicco.com

#### RELEVANCE

- NPDES Compliance
- Permitting
- Nutrient Loading

# Project Approach

The projects that will be assigned to FNI under this contract will be led by Curtis Burkett. What this means for Volusia County is that you get **40 years of Senior Level Project Management experience, combined with local Volusia County knowledge**. The challenges that every design project faces in today's environment are ever changing. From balancing CIP dollars against rising construction pricing, public involvement and outreach, environmental rule changes and permitting timeframes, positioning for grant funding, more severe and intensive climate events, sea level rise, groundwater table changes, TMDL requirements, pollutant removal criteria and aging infrastructure coupled with accelerated countywide growth; Curtis has been on the forefront of dealing with all these issues in a proactive and professional manner. He leads his team of experts throughout the course of a project and works closely with the client to develop a workplan that is comprehensive, affordable, and sustainable throughout the project life cycle.

Within this Project Approach section, we will show you the techniques and tools that FNI has developed in order to assist our project managers and clients through the challenges noted above. Though each project may embrace each of these items, the level of involvement will be based on the project size, complexity and team composition. Thus, remaining cost effective for the client and managing the County's dollars in a wise and frugal manner.

Curtis will be leading a team of experienced technical professionals who work each day to provide high quality products for their clients. Each individual is integral to the overall project experience that FNI brings to our clients in order to embrace our Vision to "Be the firm of choice for clients and employees."

- The management structure of this team is led by our **Principal in Charge, Cory Stull**. Cory will be responsible for overall performance of the team as well as client satisfaction and making sure the FNI team delivers for

Volusia County the complete scope of work as outlined in various task orders.

- **Dane Schneider** will serve as the **Quality Lead** on the Quality Assurance/Quality Control program that goes into each and every project. As you will see later in this section, FNI takes this part of plan development seriously and documents each process which adds value to every project.
- **Matt Goolsby** will serve as the **Modeling Lead** for this contract in order to bring his local knowledge to the contract as well as his expertise in a wide variety of stormwater H&H model type software such as HEC-RAS, XP-SWMM and ICPR4 (StormWise). He will be supported by a deep bench of other modeling experts who will engage at various levels of effort depending on the project size and type of modeling necessary for that specific assignment.
- **Daniel Hammond** will serve as the **Environmental Lead** and direct all aspects of this contract and will leverage his past Volusia County knowledge of BMAP and TMDLs to serve the County as needed per assignment.
- **Curtis Burkett** will serve as the **Design Lead** and will direct all aspects of project assignments that incorporate design elements and construction documents including alternative analysis, cost estimates, technical specifications and public outreach. Curtis will also manage and direct all subconsultants for this contract as it relates to Southeastern Surveying and Mapping, Inc. for our survey needs; Meskel Engineering for our geotechnical work efforts; Ecowild Consulting Group for our environmental field efforts and Cummins Cederberg for our funding and resiliency.
- **Curtis Burkett** will lead the remaining professional staff in the areas of **CAD, GIS and construction engineering and inspection (CEI)** as needed to support each effort and to maintain the various project schedules and budgets for a cost effective and on-time delivery of the project elements.



# TMDL Implementation and BMAP Support

Improving water quality management within the County, identifying effective projects, navigating permit compliance and working with regulatory agencies, stakeholders and the public for TMDL and BMAP implementation can be challenging. The FNI team understands this and is eager to partner with Volusia County to move forward in a fiscally and ecologically responsible manner for the benefit of all residents and visitors throughout the County.

For all task orders related to TMDL Implementation/BMAP Support, the FNI team will begin by working closely with the County to understand the goals, objectives, and needs specific to the waterbodies and affected communities. Our previous experience around the State and within Volusia County provides us with an advantage in this regard the County can capitalize on. From here we will assist the County in developing the most appropriate strategies to meet those goals. From identifying projects for nutrient reductions to meet TMDL and BMAP goals, to developing watershed goals and metrics that define success, to securing funding for projects, to monitoring and reporting, and public/stakeholder/agency facilitation, FNI's water resource experts will support the County's objectives and obligations.

New and changing regulations will also be important to navigate as watershed goals and projects are identified and implemented. These may present new requirements, but also present new opportunities. The enhanced BMAP legislation (HB 1379) and the revised statewide stormwater rule are examples of legislation that will change how TMDLs and BMAPs are implemented within the County. The FNI will incorporate knowledge and opportunities required by these new rules into the design and implementation of all task orders, ensuring the County remains in compliance, but also is able to take advantage of all opportunities to enhance program goals and objectives and achieve the greatest return on investment.

Identifying grant opportunities and securing funding to implement projects is paramount to achieving the goals of the County's TMDL/BMAP program. FNI's funding experts will work with the County to identify grant opportunities specific to the goals of each project and assist in the application process to explore and secure all possible funding avenues, including opportunities for grant stacking. The FNI team has extensive experience with the FDEP grant opportunities (e.g., Indian River Lagoon Water Quality Improvement Grant, Springs Restoration Grant, Resilient Florida Program, Nonpoint Source Management



Grants, etc.) as well as federal grant sources that can be available to assist the County implement the TMDL and BMAP projects.

The FNI team is dedicated and passionate about assisting local governments with their environmental and water resource improvement initiatives and goals. Managing TMDL and BMAP implementation requires a partner with the experience and expertise in these challenging regulations to demonstrate success in a cost-effective manner while realizing real-world progress toward environmental improvement. The FNI Team would be honored to partner with the County to achieve these goals.

In looking at a more project specific type of approach for the type of work noted above, the FNI team will utilize a systematic approach to providing TMDL program assistance and implementation and BMAP compliance in Volusia County by combining proven methodologies with innovative practices to deliver robust, tailored solutions. This comprehensive strategy is designed to be adaptable across various waterbodies and pollutants of concern within the County, to consistently and effectively enhance local and regional water quality conditions.

## 1. Comprehensive Data Collection and Analysis

An exhaustive collection and analysis of existing data and studies, which includes reviewing GIS databases, NPDES program MS4 reporting, previous watershed management plans and relevant environmental monitoring data sets (such as the Impaired Waters Rule (IWR) Database). This information helps in accurately mapping out the infrastructure and natural hydrographic features of the area, identifying existing problem areas and pinpointing potential sources of pollution.

## 2. Detailed Assessment and Evaluation Techniques

Building on the data collected, our team conducts detailed field and desktop assessments to verify data accuracy and observe real-world conditions. This includes identifying physical and operational conditions of stormwater outfalls, evaluating the locations and conditions of existing BMPs and assessing the potential for new BMP implementation or BMP retrofits.

## 3. Pollutant Source Identification and Load Reduction Strategies

Key to our approach is the identification of specific pollutant sources contributing to water quality impairments. This involves a thorough analysis of nonpoint source pollution, such as runoff from agricultural or urban areas, and point source pollution from existing infrastructure. Our evaluative techniques also employ advanced geospatial pollutant loading models to identify potential areas of concern, which helps direct locations for BMPs. Based on this identification, we tailor our load reduction strategies to target these specific pollutants, utilizing both structural and non-structural BMPs designed to effectively mitigate their impacts. We utilize water quality tools like BMPTrains to analyze outcomes of various BMP scenarios and confirm optimized load reductions.

## 4. Prioritization and Implementation of BMPs

Our prioritization approach ranks BMPs based on several factors including cost-effectiveness, pollutant load reduction potential, and ease of implementation and O&M. This strategy verifies resources are allocated efficiently to achieve the maximum environmental benefit. The recommendations for BMP implementation are detailed, from design through to construction and maintenance, covering all aspects and facilitating compliance with state and federal water quality and environmental standards.

## 5. Continuous Monitoring and Adaptive Management

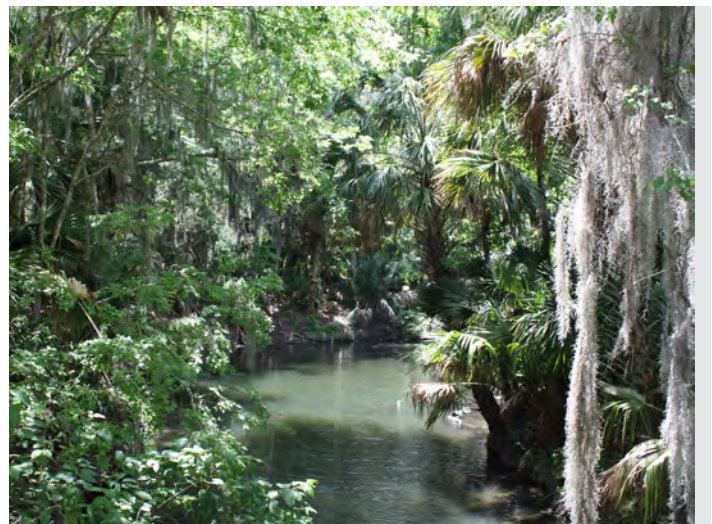
Our approach includes a robust monitoring plan to evaluate the effectiveness of implemented BMPs and make adjustments as needed. This adaptive management strategy is crucial to respond to changing conditions and to ensure that the goals of TMDL and BMAP are consistently met.

## 6. Collaboration and Regulatory Coordination

Throughout the project lifecycle, Clearview maintains close collaboration with the County, regulatory agencies and other key stakeholders. This includes regular updates and meetings to align all parties with the project goals and compliance requirements. Our proactive engagement facilitates smoother project execution and enhances the likelihood of project success.

By integrating these elements, the FNI team offers Volusia County a dynamic and effective approach to managing water quality challenges, confirming compliance with all regulatory requirements, and contributing to the overall health and sustainability of local water bodies. This strategic approach is designed to be adaptable to the specific challenges and opportunities of each project area within the county, providing a consistent framework for environmental improvement.

The following information will provide you with a general description of the techniques and tools that are used by FNI in the normal delivery of its work product. These tools are tailored to fit each project assignment and to fit each clients needs depending on project complexity and client information requests. Thus, it allows Curtis and his team to customize our project approach to meet the needs of Volusia County.



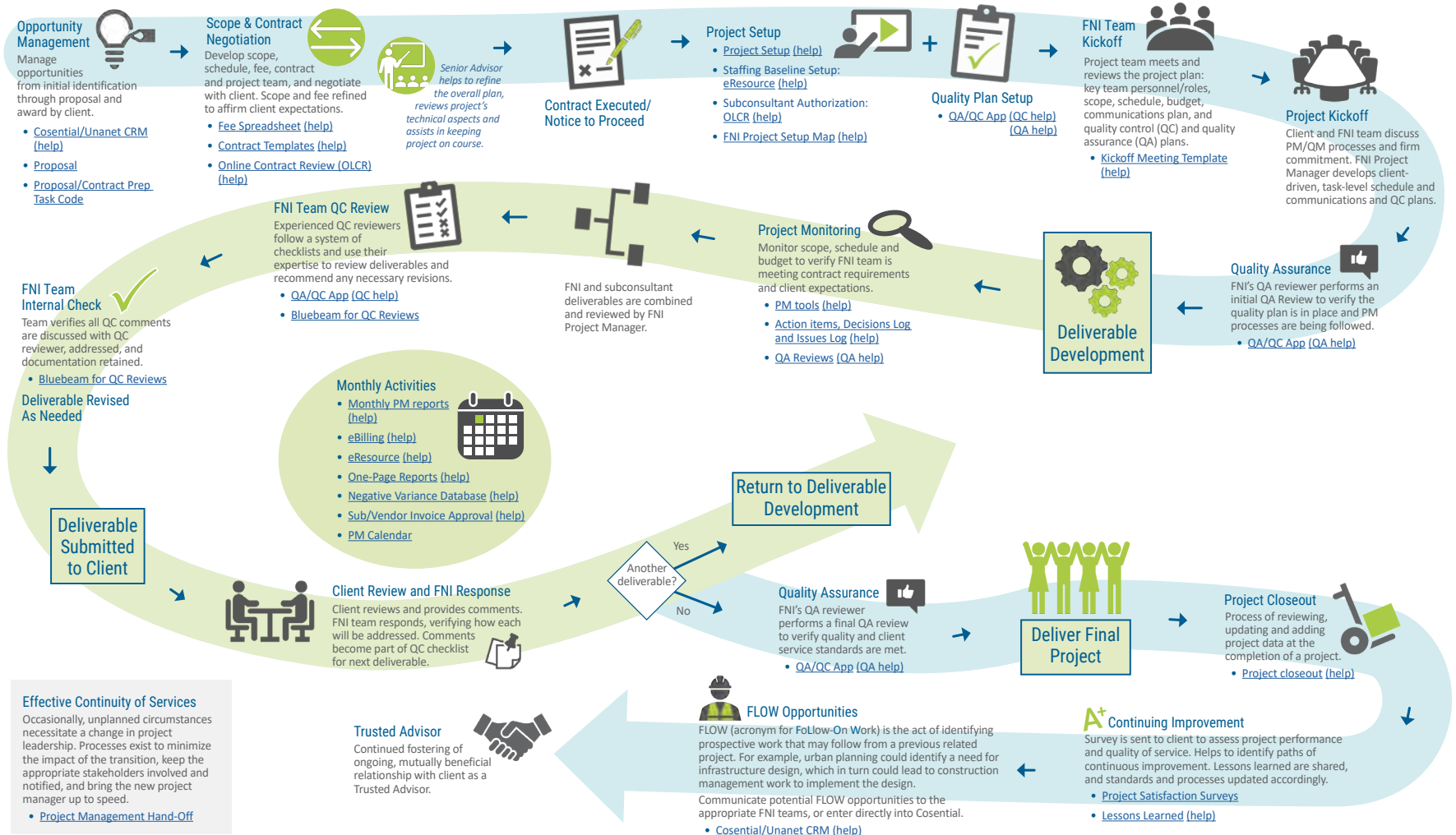
Gemini Springs - Volusia County. Curtis Burkett was the EOR on the original park development plans

# Project Processes and Tools

For continuing on-call services contracts, we have a tried and tested process that is implemented across the country and is further described on the following pages. This is the same process envisioned to provide services to the County.

## Project Lifecycle Summary Flowchart

A summary of the Freese and Nichols project lifecycle with interactive links to aid project managers in accessing frequently used tools.



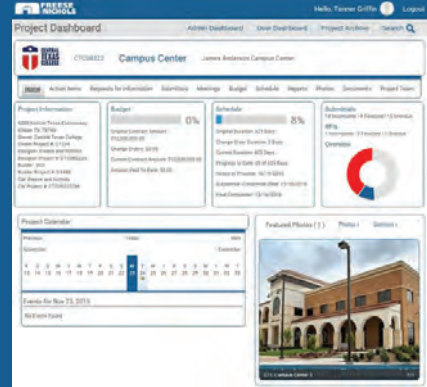


**Work Plan Development:** Immediately following a notice-to-proceed, Project Manager Curtis Burkett will develop a schedule. This schedule will be submitted to the County's Project Manager for review and approval. It is FNI's objective to create schedules that aim for alignment with any constraints or deadlines associated with funding, County obligations, critical needs, permitting renewals and other similar important milestones. In the same timeframe, we would facilitate an official project kick-off meeting with the County to review the project requirements, schedule, data and information requests, communication plan and establish protocols for site and/or facility visits, if required.



**As the former Utilities Engineering Manager for the City of Daytona Beach, our Local Project Manager, Curtis Burkett, has a history of providing multidisciplinary leadership, across a department, on a multi-year CIP. He understands the need to balance limited funding sources (such as enterprise funds, connection fees and stormwater utility fees) while coordinating internal and external resources. Curtis is a civil engineer whose background includes all aspects of civil engineering and an expert in Green Infrastructure-based Low Impact Development (LID) and Best Management Practices (BMPs). He is a seasoned project manager with a successful portfolio, including The Lynn Business Center – the first LEED-certified Green Building in the State of Florida on the campus of Stetson University.**

**Communications Plan and Customized Project Management Tools:** FNI has long recognized that documentation management is key to any successful project. FNIManager accomplishes this goal by streamlining the flow of information and storing project data for convenient access. FNIManager can be used on laptops, tablet devices and/or phones, expediting a project's life cycle by allowing instant access to plans, specifications and project documentation. Using FNIManager, personnel in the field can save time by inputting daily construction reports and photos directly into the system.



FNIManager provides easy, password-protected access to project documentation for all team members and stakeholders. Its intuitive interface requires minimal navigating and mouse clicks. Using FNIManager means there is no need for multiple communication programs during the construction phase, and permissions can be limited to certain team members and areas of a project. While FNIManager will send out email notifications for assigned tasks, preferences can be customized to provide only the desired number of emails or notifications.

**Benefit to the County:** There can be many players and organizations involved with a project. Utilizing FNIManager will increase efficiency for all team members and allow instant access to the most current information. With this tool, FNI can provide our clients and partners with the documentation management they need.

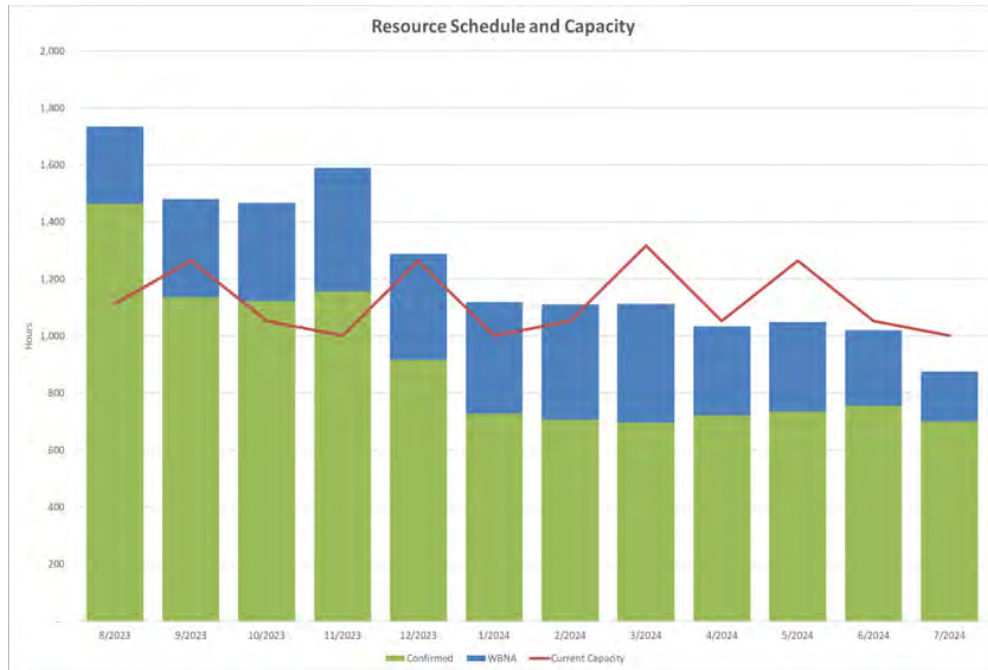
**Benefit to the County:** With the communication tools that FNI puts in place for each assignment, the City will remain on top of all work assignments and confident that the assignments are progressing according to plan. FNI's ability to manage and execute an 'on-call' assigned task order will allow the City staff to tend to their assignments without worry and/or excessive oversight of their consultant.

**Status Reports:** FNI has developed a standard status reporting procedure that can be used for both internal project team communication as well as regular project updates for the City. Our 'Status Report' is a snapshot view of the project, allowing project team members to be alerted of possible issues and delays, and to keep owners informed regarding project schedules and budgets.

**Benefit to the County:** Provides frequent and concise communication and updates that can be shared with stakeholders on project's status.

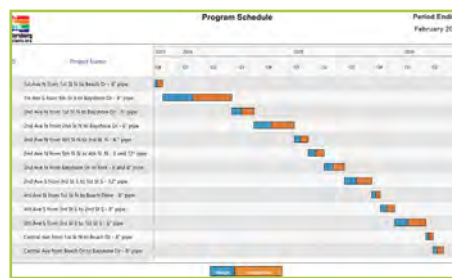


**eResource Project Staffing:** FNI’s project and group management teams use eResource as a tool to see real-time information on each staff member's workload to assist with capacity and support needs.



**Benefit to the County:** Verifies that City projects are receiving the resources needed to execute your projects on-time and by the appropriately-skilled staff.

**Customized Tools for Collaboration and Transparency:** FNI’s in-house program management team works with municipalities and agencies to help implement complex series of projects. We know that every organization is different, so our program managers customize each approach according to your needs. Integrating with your staff, our professionals are able to help you organize multiple and concurrent efforts; assess risk; leverage funding options; navigate regulatory requirements; scale available resources; manage stakeholders and contractors; and expedite project timelines. We're able to create a dashboard that produces a snapshot view of a project’s status, including budget and schedule performance metrics.



**Benefit to the County:** Our tools provide visibility and tracking capabilities to keep all stakeholders informed.



# Quality Management

FNI's comprehensive approach to Quality Management (QM) involves multiple overlapping components that work together to foster a culture of excellence and elevate the firm's overall quality of service. These include:

- Internal review committees led by senior leadership, which lessen risk-potential for clients and safeguard the values foundational to FNI
- FNI's Technical Excellence Program (TEP), which promotes continual staff training and adherence to technical quality and standards
- Thorough contract reviews that define and clarify project expectations, protecting both the client and the firm
- Systematic quality assurance/quality control (QA/QC) processes that confirm the quality of services

FNI's systematic QA process validates that an effective QC approach is followed and project objectives are carried out. **Dane Schneider** will oversee our quality process, working with FNI's Project Manager, **Curtis Burkett**. Curtis is responsible for preparing a formal QC Plan for each project, detailing the documents to be checked or reviewed, developing QC schedules and identifying responsible personnel. QC checks will confirm the technical accuracy of project components, which may involve verifying the readability of studies, confirming design calculations and performing constructability reviews of construction documents.



**Dane Schneider**  
QA/QC Lead

Quality Plan - AUG23475 - Court Theophelia Drainage Improvs.

Project: AUG23475 - Court Theophelia Drainage Improvs.

Contract Start/Finish: 05/29/2023 - 06/28/2024

Group Manager: Cory Stull

Owning Org: FNI - Stormwater Engineering - WGC

Project Manager: Curtis Burkett

Senior Advisor: Trooper Smith

Client: City of St. Augustine, FL

Asst Project Manager: Dane Schneider

Plan Status: Approved

Put Plan On Hold

Approved

Phases and QA Reviews

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**Quality Plan Dashboard:** This application is used to organize and track QA/QC reviews over a project's life cycle. It includes detailed reviews, calculations, model and constructability reviews.

**Benefit to the County:** Verifies that each project, regardless of level of effort, will encompass a quality control and quality assurance component to deliver a high quality deliverable product at each stage of a contract.

## Commitment to Delivering Within Budget/ Schedule Requirements

Establishing accurate project schedules and maintaining schedule adherence during project delivery are critical to keeping projects on budget. FNI will establish a system that will provide useful, accurate and timely information on both the schedule and budget for each project. The output of an effective scheduling and budgeting system is a powerful tool for priority definition, status reporting, problem area identification, problem impact analysis and support of corrective action planning.

The project schedule also provides a basis for management-by-exception, by focusing on those tasks that are deviating from the original plan or on the tasks that are most important towards achieving the program objectives. Other advantages to good scheduling include balanced resource allocation, the exploration of project alternatives, and time/cost tradeoffs through project acceleration/delay.

**The FNI team is committed to meeting the County's individual project schedules and closely monitoring budgets.** We understand that flexibility in addressing schedule requirements is important to a task-order-oriented program. Our team has access to project management tools that facilitate communication and collaboration, enhance project planning and promote quality.

## Availability

### Project Assignments

As a stable-growth, regional firm, our project success comes from a well-managed workload. Because our workload and processes are streamlined, the County will enjoy the benefit of knowing you are a priority, and the services FNI provides will be timely, effective and on-budget. We have the capacity to complete the services required in a timely manner. Each proposed team member has been selected because of their experience, as well as their availability to begin your project upon receipt of a signed contract. Should additional resources be required throughout the course of the project, FNI can draw from the expertise and resources of our entire firm to meet project demands.

During the development of each task order's schedule, Project Manager Curtis Burkett will coordinate the necessary level of quality control review by engaging Dane Schneider early in the project work plan development.

- ✓ **Right People**
- ✓ **Right Place**
- ✓ **Right Availability**

## Choosing a Project Team

We've put forth the advance-planning effort to verify we have the **right team members**, in the **right place**, with the **right availability** to meet client goals. Several factors influenced this choice, including individual experience and history of working together on common projects.

Our chosen team combines decades of experience in a wide range of disciplines. This complementary blend of team member expertise in their various areas of specialization results in a solid, well-rounded team, which ultimately benefits the client.

Beyond the proposed team, FNI has access to **1,200+ employees firmwide** to assist, as necessary. As a firm focused on client service, we will commit the resources required to get the job done.



# Financial Stability

FNI is financially stable, and we have the necessary resources, human and financial, to provide the services at the level required by Volusia County.

FNI is a \$275-million company with 35 offices in 12 states. The firm has remained in continuous operation since its founding in 1894 by maintaining financial stability through scrupulous accounting methods and conservative budgeting. FNI billings have grown consistently during the last 15 years, illustrating our firm's stability and strong financial performance.

FNI does not maintain significant debt and the average debt-to-equity ratio over the last five years is less than 2%. Additionally, FNI maintains a line of credit that is rarely utilized. FNI's financial stability has sustained the firm through various economic cycles that have occurred in the past century. This stability is passed on to our clients through the confidence in knowing that we have and can sustain our quality services during unpredictable economic times. The firm has no conditions, such as bankruptcy, pending merger, pending litigation or planning office closures, that would impede FNI's ability to complete its client obligations.





## Serve Always • Engage as Family

*Freese and Nichols' Cycle Team finishing the MS PGA Cycle To The Shore in Daytona Beach in 2023*

### Mission

Innovative approaches  
Practical results  
Outstanding service

### Vision

Be the firm of choice for  
clients and employees

### LEADS Values

Learn continuously  
Engage as family  
Act with integrity  
Deliver quality  
Serve always