



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

Between

THE COUNTY OF VOLUSIA

AND

HALFF ASSOCIATES, 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

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This Contract made and entered by and between Halff Associates, Inc., duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1201 N. Bowser Road Richardson, Texas 75081 (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 Contactor claims to be owed by County under this Contract for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within thirty (30) days.

6.4.16. In the event of termination by the County for non-appropriation, for all items or products ordered by Consultant before receipt by Consultant of the Notice of Termination which Consultant could not cancel without imposition of a fee, the County shall cause payments to be made to Consultant within thirty (30) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the vendor thereof prior to the effective date of the termination.

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

7. RESPONSIBILITY OF CONSULTANT.

7.1. Consultant shall be duly licensed under the laws of the State of Florida as an Architect, Engineer, Landscape Architect, Mapper or Surveyor for the purposes of this Contract and to satisfy the requirements of Section 287.055, F.S. (as amended).

7.2. Consistent with Article 3 herein, Consultant's performance of Work or Services shall be in accordance with the terms and conditions of this Contract and the applicable Task Assignment(s). The Consultant's performance of Work or Services shall be as a professional consultant to the County to carry out the activities of a Task Assignment under the direction of the County's Project Manager.

7.3. Consultant shall perform Work or Services required under this Contract or Task Assignment, including but not limited to reports, studies, schedules, estimates, the development or preparation of plans, specifications, and cost estimates pertaining to a Project. Consultant shall confer with the County Project Manager to ascertain the functional or design criteria of each Task Assignment. The services of Consultant shall also include of the following:

7.3.1. Unless otherwise provided in this Contract or Task Assignment, Consultant shall commence in accordance with the Contract Documents the Services required for the Project or Task Assignment within ten (10) days of the County's Notice to Proceed.

7.3.2. Consultant shall verify to the County for the applicable Task Assignment that all designs, and specifications, and all data reports, studies, plans, bulletins, schedules, and other drawings therewith conform to the Scope of Work in the Task Assignment and applicable governmental regulations, statutes, and ordinances, including any amendments thereto. Said certification shall be in the form acceptable to the County and made a part of this Contract and attached to the Task Assignment and incorporated herein by reference.

7.3.3. Consultant covenants, and agrees that there are no obligations, commitments, or impediments of any kind that shall limit or prevent Consultant's performance of the Work or Services.

7.3.4. The Consultant covenants and agrees that it will not contract for or accept employment for the performance of any Work or Service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the County.

7.3.5. Consultant covenants and agrees that all of the Work or Services to be furnished by Consultant under this Contract and any Task Assignment from the inception of this Contract or Task Assignment until the Project has been fully completed, shall be of the standard and quality that prevail among similarly situated licensed professional

consultants engaged in the Consultant's profession or practice in the State of Florida under the same or similar circumstances involving the design and/or construction of the Project.

- 7.3.6. Consultant covenants and agrees that all of the Work or Services to be furnished by Consultant shall be in accordance with the most current specifications or technology at the time this Contract is fully executed for projects such as the Project in the Task Assignment as of the time Consultant delivers to County the drawings, specifications and/or Deliverables. Thereafter, Consultant shall keep the County informed of any changes or advancements in such specifications or technology occurring any time prior to or during actual implementation of the Project.
- 7.3.7. Consultant covenants and agrees as follows:
 - 7.3.7.1. Consultant recognizes that its special talent, training, and experience caused the County to select Consultant to be the prime professional on the Project or Task Assignment;
 - 7.3.7.2. Consultant comprehends the specifications and requirements of the Scope of Work of the applicable Task Assignment and the use of the same in their entirety to provide Project Deliverables;
 - 7.3.7.3. Consultant possesses the special skills to recognize material errors or omissions that shall make a Deliverable fail to perform within the specifications and requirements of the Scope of Work for the applicable Task Assignment.
 - 7.3.7.4. That Consultant shall adhere to the standard of care applicable to a consultant with the degree of skills and diligence normally employed by a licensed professional in his field or practice performing the same or similar services or Work in compliance with all applicable federal, state, and municipal laws, regulations, codes, and ordinances.
- 7.3.8. Consultant covenants and agrees that any Project data, reports, studies, designs, drawings, specifications and requirements prepared by Consultant or its agents or subconsultants shall be completed, pursuant to Section 7.3.5. In addition, Consultant shall include in any such reports, studies, bulletins, schedules, designs, drawings, and/or specifications warnings about known hazards to the Project.
- 7.3.9. Consultant covenants and agrees to the following: (1) the Project plans and specifications shall conform to their foreseeable use in the Project with all the amenities as set forth in the plans and specifications in the Task Assignment; and, (2) the Consultant shall produce Deliverables made pursuant to Section 7.3.5. Consultant's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by County of any plans or specifications in a Task Assignment, nor shall Consultant be released from any liability by reason of such approval by County, it being understood that County at all times is ultimately relying on Consultant's skill, expertise, and knowledge in preparing the plans and specifications or any other documentation. As such, said approval shall not be a defense to a claim or cause of action for contribution or indemnification by the County.
- 7.3.10. Consultant covenants and agrees that all persons connected with Consultant directly in charge of the professional work are duly registered and licensed under Florida law and pursuant to this Contract.

- 7.3.11. Consultant covenants and agrees that it shall be liable for all negligent acts, errors, or omissions proximately caused by Consultant, if any, in judgment relative to the Work or Services of any Task Assignment under which Consultant provides Work or Services.
- 7.3.12. Consultant covenants and agrees to call to County's attention anything of any nature in any deliverables, reports, studies, bulletins, schedules, designs, drawings, documentation, plans, specifications, requirements or instructions prepared by Consultant or data supplied to Consultant by the County or any other party that Consultant regards in Consultant's professional opinion as unsuitable, improper, or inaccurate in connection with the purposes for which such data is furnished in the Project.
- 7.3.13. Consultant covenants and agrees to furnish efficient business administration of the Project and perform all Work or Services in the most expeditious and economical manner consistent with the standard of care applicable to a Consultant with the degree of skills and diligence.
- 7.3.14. Consultant covenants and agrees that it shall, at its own cost, make good any defects in its Work or Services as soon as Consultant becomes aware of such defects or is notified of such defects. Should Consultant refuse or neglect to make good such defects within a reasonable time after receiving notice requesting such remedial work, then County, pursuant to Section 6., shall be entitled to make good such defective Services at the expense of Consultant and/or terminate this Contract and the Task Assignment. This commitment by Consultant is in addition to, and not in substitution for, any other remedy for defective Work or Services that County may have at law or in equity.
- 7.3.15. Consultant covenants and agrees to provide all necessary and required plans for the successful design or completion of a Project as agreed to in the Task Assignment's Scope of Work and as governed by this Contract. Written Deliverables shall be made and delivered in accordance with this Contract or Task Contract. Each written Deliverable shall be accurate, legible and suitable for public bidding purposes. For recommendations concerning the plan preparation of studies, plans, or specifications, the Consultant should refer to the latest applicable manuals as determined by the County Project Manager. All studies, plans, drawings or specifications must meet the County's requirements to obtain permits or government documents, licenses and certificates as applicable in a Task Assignment. In addition the Consultant shall have the following responsibilities:
 - 7.3.15.1. Consultant shall be responsible for preliminary coordination with the County and other appropriate regulatory agencies so that design efforts are properly directed towards permit approval;
 - 7.3.15.2. If applicable in a Task Assignment, prepare permit packages based on preliminary coordination with the County and other appropriate regulatory agency's requirements at the time of submittal. The permit packages shall include site and system design information required by the County and other regulatory agencies, applicable sketches and calculations as set forth in the Task Assignment;
 - 7.3.15.3. Consultant shall respond to the requests of the County and other regulatory agencies concerning the submitted information. The Consultant shall report

to the County any requests for information not required at the time of permit submittal, as made known during preliminary coordination, reproductions in excess of requirements, or regulation changes requiring permit resubmission:

- 7.3.15.4. The County shall provide the permitting fees, but shall not pay an additional fee to the Consultant when the Consultant is required to resubmit a permit package to a regulatory agency so as to address deficiencies, omissions, or corrections to the original permit package that were the responsibility of the Consultant and that are not attributable to changes in rules made by the regulatory agency since submission of the original permit package:
- 7.3.15.5. Consultant shall review all design and shop drawings and other data that the contractor is required to submit to the County or any state, local or federal agency. These drawings shall be reviewed for general conformance with the design concept of the Project and scope of work of the Task Assignment and general compliance with the information given in the Contract Documents;
- 7.3.15.6. Consultant shall make final review of Project Deliverables to determine if Work or Services were completed in general conformance with the Contract Documents; and
- 7.3.15.7. Consultant shall prepare and submit a schedule or time line of each task listed in a Task Assignment.
- 7.3.16. **Annual Statement of Qualifications.** Annually, the Consultant shall submit to the County's Contracts Administrator statements of qualifications and performance data confirming that Consultant is a duly licensed and registered professional Architect, Engineer, Landscape Architect, or Surveyor and Mapper as applicable in connection with Consultant's professional practice and the Services or Work provided to the County under this Contract.
- 7.3.17. **Design Phase.** As required by the County, Consultant shall submit a certain number of sets of design development documents and/or estimates as specified in the Task Assignment to the County for review. The plans and specifications shall be of sufficient detail indicating, e.g., floor plan layout, elevations, outline specifications to fix and illustrate the size and character of the entire Project in its essentials as to kinds of material, type of structure, mechanical and electrical systems, site work, and such other work as may be necessary for a completely functioning Project or completed design drawings and specification. As requested by the County Project Manager, the Consultant shall submit a unit cost or opinion of cost estimate for this phase of the Work or Services for review and approval of County. This estimate or opinion shall include, e.g., identification of costs for heating, ventilation, plumbing, air conditioning, and electrical lighting and power, and other items applicable to the Project or Task Assignment.
- 7.3.18. **Final Review of Plans, Specifications, and Estimates.**
 - 7.3.18.1. As requested by the County or as set forth in a Task Assignment, Consultant shall submit to County for review copies of the Project plans and specifications, and copies of the latest detailed cost estimate.
 - 7.3.18.2. Upon completion and final approval by County of the Project plans,

specifications, other Contract Documents, and cost estimates (if required in the Task Assignment), Consultant shall deliver to County as part of the contract obligation or as set forth in the Task Assignment, unless otherwise noted completed plans, designs, drawings, specifications, documents, and cost or opinion estimates.

7.3.18.3. Consultant shall submit to County original drawings and specifications that shall reflect all amendments to the Contract Documents.

7.3.18.4. Consultant agrees to furnish all services, materials, labor, and all other items required to undertake and complete all Work or Services required by this Contract or any Task Assignment in accordance with the drawings, plans, and specifications submitted to the County by Consultant or relied upon by the Consultant to complete the Project or Task Assignment.

7.4. **Assurance.** Consultant gives County its assurance that all Work or Services performed under this Contract shall be timely performed, pursuant to Section 7.3.5., and in accordance with the specifications and requirements of the Contract Documents and of any inspections (if applicable), tests (if applicable) or approvals required under the Contract Documents. All Work not conforming to the specifications and requirements of the Scope of Work of a Task Assignment or of the inspections, tests (if applicable) or approvals in a Task Assignment shall be considered materially defective and constitute a breach of this Contract or the Task Assignment.

7.5. **Tests and Inspections.** If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected and tested, and Consultant has agreed in a Task Assignment to perform such services, Consultant shall furnish the County's Project Manager with the required certificates of inspection, testing or approval. All tests shall be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization that may be required by law or the Contract Documents.

7.6. The Consultant shall be responsible for the professional and technical accuracy and the coordination of all data, reports and any other service furnished by the Consultant under this Contract or any Task Assignment. The Consultant shall, without additional cost to the County, correct or revise any errors or deficiencies in its Work or Service for which it is responsible.

7.7. All Work performed by Consultant including all general provisions, special provisions, job specifications, drawings, Addendum, Amendments to Task Assignments, written interpretations, and written orders for minor changes in Work, shall comply with the Scope of Work of a Task Assignment and all applicable local laws, codes, ordinances and statutes and the performance criteria in Section 3.2. Otherwise, if Consultant is an Architect or Engineer, only work certified by said consultant, which in whole or part constitutes, a Deliverable in a Task Assignment shall comply with the Scope of Work in a Task Assignment and all applicable local laws, codes, ordinances and statutes. Work not covered by Contract Documents in a Task Assignment shall not be required in a Project unless the County in its sole discretion determines that it is required by reasonable inference as being necessary to produce the intended Deliverable(s).

7.8. If applicable in a Task Assignment, Consultant will supervise and direct all Work or Services efficiently and pursuant to Section 7.3.5. As such, Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures for the design or development of a Deliverable. Further, Consultant shall be responsible for assuring the County that finished Deliverables complies accurately with the Contract Documents or plans and specifications of

the Scope of Work in the applicable Task Assignment.

- 7.9. Consultant will make periodic visits as delineated in the Task Assignment to the site to observe the progress and quality of the executed construction Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents or Task Assignment. The efforts of the Consultant shall be directed toward providing assurance for the County that all Work completed in a Task Assignment shall conform to the requirements of the Scope of Work of the Task Assignment. On the basis of Consultant's observations, skills and experience, Consultant shall keep the County informed of the progress of all Work and shall endeavor to guard the County against defects and deficiencies in the Work. As required in the Task Assignment, each site visit will be followed by a report to the client of known deviations from the Contract Documents or plans and specifications in the Scope of Work of a Task Assignment.
- 7.10. Consultant shall issue with reasonable promptness all written clarifications or interpretations of a Task Assignment (in the form of drawings or otherwise as requested by the County) that Consultant may determine are necessary, which shall be consistent with or reasonably inferable from the overall intent of the Task Assignment.

7.11. Concerning Subconsultants.

- 7.11.1. Consultant shall not employ any subconsultant, other person or organization against whom the County may have reasonable objection, nor shall Consultant be required to employ any subconsultant against whom it has reasonable objection. Consultant shall not make any substitution for any subconsultant who has been accepted by the County without the County's approval.
- 7.11.2. County's disapproval or requirement of removal or replacement of Consultant's employee or subconsultant shall be deemed for lawful reasons if in County's reasonable judgment, such Consultant's employee or subconsultant poses a threat or causes harm to the health, welfare, safety or morale of the County or its agencies, personnel or property or who fails any drug test administered in connection with this Contract, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under other than honorable conditions from any of the Armed Forces of the United States.
- 7.11.3. Consultant shall be fully responsible for all negligent acts and omissions of its subconsultant or sub-subconsultants and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subconsultant and the County or any obligation on the part of the County to pay or to see to the payment of any moneys due any subconsultant, except as may otherwise be required by law. County may furnish to any subconsultant to the extent practicable, evidence of amounts paid to Consultant on account of specific work done in accordance with the schedule of values.
- 7.11.4. Consultant agrees to bind specifically every subconsultant to the applicable terms and conditions of the Contract Documents and the terms and conditions of Section 1-3 and 16 of this Contract for the benefit of the County.
- 7.11.5. The Consultant shall require all subconsultants or sub-subconsultants or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the County and the

Consultant.

- 7.11.6. Any subcontractors or subconsultants and/or outside associates required by the Consultant in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified for each Project assigned under this Contract. Any substitution of such subcontractors, subconsultants or associates will be subject to the prior written approval of the County Project Manager.
- 7.11.7. Consultant shall save and hold the County harmless from any and all claims or actions by Consultant's subconsultants or sub-subconsultants for payment of monies such subconsultant or sub-subconsultants claims to be owed by Consultant for Work performed under this Contract or a Task Assignment, provided that the County has paid Consultant in accordance with the terms of this Contract.
- 7.11.8. Nothing in this Contract or a Task Assignment shall create any obligation on the part of the County to pay directly to any subconsultants or sub-subconsultants of Consultant any monies due to such subconsultant or sub-subconsultants or claims of a subconsultant or sub-subconsultant for amounts owed by Consultant to subconsultant or sub-subconsultant for Work performed under this Contract or Task Assignment.

8. AUTHORIZATION FOR SERVICES.

- 8.1. **No Guarantee to Perform Projects.** The County makes no covenant or promise as to the number of available Projects, nor that the Consultant will perform any Project for the County during the life of this Contract. The County reserves the right to contract with other parties for the services contemplated by this Contract as determined in the County's sole and absolute discretion.
- 8.2. **Certifications for Completed Work.** Consultant shall sign and seal (hereinafter "Certification") all completed Work under a Task Assignment as required as a licensed professional or under Florida law; otherwise, the County Project Manager shall not have the authority to approve completed Work or Services and Consultant shall not be entitled to payment for the Work or Services covered by uncertified Work. In the event the County Project Manager accepts and approves completed Work bearing no such certification by the Consultant, such acceptance and approval shall not relieve Consultant or its subconsultants or agents of any liability for any defects, omissions or errors in the Deliverables of completed Work of a Task Assignment until such work is certified by Consultant.

9. INDEMNIFICATION.

- 9.1. **Indemnification.** The Consultant shall indemnify and hold harmless the County including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status and the State of Florida, including its officers and employees, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant or its subcontractors, agents, employees, or any persons employed or utilized by the Consultant in the performance of the Consultant's obligations or services under this Contract. Such obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exhaust as to a party or person described in this Contract.

- 9.1.1 In all claims against County, Consultant's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Consultant, or its employees, agents, Consultants, or subconsultants.

9.1.2 IN ACCORDANCE WITH FL STATUTE 558.0035:

- (1) A DESIGN PROFESSIONAL EMPLOYED BY A BUSINESS ENTITY OR AN AGENT OF THE BUSINESS ENTITY IS NOT INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF A PROFESSIONAL SERVICES CONTRACT IF:
- (A) THE CONTRACT IS MADE BETWEEN THE BUSINESS ENTITY AND A CLAIMANT OR WITH ANOTHER ENTITY FOR THE PROVISION OF PROFESSIONAL SERVICES TO THE CLAIMANT;
 - (B) THE CONTRACT DOES NOT NAME AS A PARTY TO THE CONTRACT THE INDIVIDUAL EMPLOYEE OR AGENT WHO WILL PERFORM THE PROFESSIONAL SERVICES;
 - (C) THE BUSINESS ENTITY MAINTAINS ANY PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THE CONTRACT; AND
 - (D) ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THE CONTRACT.
- (2) AS USED IN THIS SECTION, THE TERM "BUSINESS ENTITY" MEANS ANY CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP, LIMITED PARTNERSHIP, PROPRIETORSHIP, FIRM, ENTERPRISE, FRANCHISE, ASSOCIATION, SELF-

EMPLOYED INDIVIDUAL, OR TRUST, WHETHER FICTITIOUSLY NAMED OR NOT, DOING BUSINESS IN THIS STATE.

- 9.2. **Confidential Information and Indemnification.** If Consultant is licensing or developing software (including derivative works) for use by the County, Consultant grants County a perpetual, fully-paid, non-assignable, non-exclusive, royalty-free license to use Consultant's software deliverables developed or licensed under a Task Assignment. Said license includes software owned by Consultant which is furnished under this Contract or a Task Assignment, for County's internal use with such use to include the right to modify such deliverable(s) and to create derivative works for such internal use including, without limitation, the right to use such deliverable(s).
- 9.3. Confidential Information and/or Trade Secret do not include the following:
- 9.3.1. Information already known or independently developed the party in possession; or
 - 9.3.2. Information in the public domain through no wrongful act of the party in possession; or
 - 9.3.3. Information received by the party in possession from a third party who was free to disclose it; or
 - 9.3.4. Information regularly disclosed to third parties without restriction on disclosure, or
 - 9.3.5. Information required to be disclosed by law or an order of a court of competent jurisdiction.
- 9.4. If Consultant is licensing, providing or developing software, including derivative works for use by the County, Consultant agrees to protect and indemnify and hold harmless the County, its agents, elected officials and employees of the County from and against any and all claims, demands, actions, and causes of action which may arise asserting that all or any part of the Consultant licensed applications provided under any software owned by Consultant and licensed to County or provided by Consultant for use thereof by the County, infringes or misappropriates any third party's United States patent, copyright or any trade secret protected under United States law.
- 9.4.1. In addition to the foregoing indemnification provision, Consultant shall also take the following steps to assure that County can continually use the software which Consultant has directly licensed to County or provided for use thereof by the County in substantially the same manner delivered or subsequently enhanced or modified by:
 - 9.4.1.1. Promptly replace the allegedly infringing or misappropriated item or items with compatible, functionally equivalent items which are not alleged to be infringing or misappropriated; or
 - 9.4.1.2. Promptly modify the alleged infringing or misappropriated item or items to eliminate the alleged infringement or misappropriation without impairing County's intended use of the licensed applications and/or sublicensed applications in any manner; or
 - 9.4.1.3. Promptly procure the right for the County to continue to use the licensed applications and/or sublicensed applications without modification; and

9.4.1.4. Unless otherwise agreed by the parties, promptly shall mean that the events described herein shall occur in no less than sixty (60) days from the date that notice of the claim is received by Consultant unless otherwise agreed by the Parties.

9.5 In the event that Consultant does not enable the County to use that which Consultant has delivered through accomplishing one or more of the alternatives set forth in above within aforementioned time period set forth herein during the term of this Contract, Consultant shall be in material default of this Contract and subject to Section 6 - Termination.

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

9.6.1. Consultant is the sole owner of all right, title, and interest in and to the Consultant licensed software, user manuals and documentation, including all patents, copyrights, copyright rights, trade secrets, trademarks, trade names and all proprietary and intellectual rights and confidential information contained therein, and that it is authorized to enter into this Contract and grant County a perpetual license; and

9.6.2. No portion of any licenses or right granted to the County to use Consultant's software pursuant to the terms of the applicable software license Contract of Consultant for any work performed under this Contract violates or is protected by right, title, interest or similar right of any third person or entity.

9.7 **Indemnification for Grant Funded Projects.** For any agreements that are funded or may in future be funded by Federal Emergency Management Agency (FEMA) Public Assistance grants or other Federal or State grants or program, the following shall apply: Consultant/contractor shall indemnify and hold harmless the Florida Department of Emergency Management, its employees and/or their Consultants (FDEM) and the government of the United States, its employees and/or their Consultants (US), from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant or its subcontractors, agents, employees, or any persons employed or utilized by the Consultant in the performance of the Consultant's obligations or services under this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the FDEM, or US.

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

10. LIMITATION OF LIABILITY.

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

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

11. COUNTY REPRESENTATIVE.

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

12. REUSE AND OWNERSHIP OF DOCUMENTS.

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

13. EXPERT WITNESS

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

14. AUDIT RIGHT AND RETENTION OF RECORDS

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

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

In the case of County:	with a copies of legal notices to:
County of Volusia Attn: Director of Purchasing and Contracts Address: 123 W. Indiana Ave., Room 302 DeLand, Florida 32720 Phone: (386) 736-5935 Fax: (386) 736-5972	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Room 301 DeLand, Florida 32720 Phone: (386) 736-5950 Fax: (386) 736-5990
In the case of Consultant:	with a copy of legal notices to:
Halff Associates, Inc. Attn: Kent Boulicault, Vice President Address: 11723 Orpington Street Orlando, FL 32817 Phone: 407-679-3001 E-mail: kboulicault@halff.com	Halff Associates, Inc. Attn: Kent Boulicault, Vice President Address: 11723 Orpington Street Orlando, FL 32817 Phone: 407-679-3001 E-mail: kboulicault@halff.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.

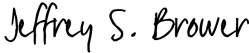
32. **SEVERANCE.** In the event this Contract or a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the extent practicable unless County or Consultant elects to terminate this Contract.
33. **ENTIRE CONTRACT.** 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 Josh Logan, Director of Water Resources (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 | 21:30:43 EDT

COUNTY OF VOLUSIA
Signed by:

FF54386B8ED439...
Jeffrey S. Brower
County Chair


Date: 8/23/2024 | 13:48:59 EDT

Attest:
Signed by:

49AFC24D6D48447...
Signature

Kent Boulicault
Print Name

Vice President
Title

Date: 7/29/2024 | 11:50:08 EDT

Approved 08/20/2024 

HALFF ASSOCIATES, INC.
Signed by:

A03E9DA6F0864F7...
Signature

Josh Logan
Print Name

Authorized Agent - Director of WR
Title

Date: 7/29/2024 | 08:27:03 PDT

Exhibit “A” – Scope of Services/Solicitation
Exhibit “B” – Insurance Requirements
Exhibit “C” – Halff Associates Proposal

EXHIBIT A

Scope of Work

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

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

Exhibit B

Insurance Requirements

Required Types and Limits of Insurance Chart

Figure 1:

TYPE OF INSURANCE		
WORKERS COMPENSATION <input checked="" type="checkbox"/> Waiver of Subrogation in favor of County	Florida Statutory Coverage	
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> Occurrence Basis <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Waiver of Subrogation in favor of County <input checked="" type="checkbox"/> County Additional Insured	EACH OCCURRENCE	\$ 1,000,000
	GENERAL AGGREGATE	\$ 2,000,000
	Premises-Operations	\$ 1,000,000
	Products & Completed Ops	\$ 1,000,000
	Personal & Adv Inj.	\$ 1,000,000
AUTOLIABILITY <input checked="" type="checkbox"/> Any Auto	Combined Single Limit	\$ 300,000
	Bodily Injury (Per person)	\$
	Bodily Injury (Per accident)	\$
	Property Damage (Per Accident)	\$
Note: If contractor does not have Coverage Symbol 7, Any Auto, contractor is limited to use of covered autos only.		
PROFESSIONAL LIABILITY	\$ 1,000,000 per Claim \$ 1,000,000 Aggregate	
CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:		
Certificate Holder: County of Volusia Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720 ATTN: <u>Kathy Williams</u>	Risk Management Division _____	

The Consultant shall purchase and maintain at its own expense, during the term of the Contract, the types and amounts of insurance with limits no less than those shown in *Figure 1*, in the form and from companies satisfactory to the County. *Figure 1* is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

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

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

1. Subconsultants and Independent Contractors

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

2. Claims Made Basis Insurance Policies

All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Contract. The Consultant shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Contract. The Consultant’s purchase of the SERP shall not relieve the Consultant of the obligation to provide replacement coverage. In addition, the Consultant shall require the carrier immediately inform the Consultant, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Contract.

3. Risk Retention Groups and Pools

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

4. Minimum Required Policies and Limits

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

5. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis

Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Consultant's insurance policies shall be that listed in *Figure 1* or the Consultant's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County. The Consultant shall utilize ISO Form CG 20 38 and CG 20 37 or their equivalents to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

6. Workers' Compensation

Workers' Compensation insurance is required for all employees of the Consultant, employed or hired to perform or provide work or services under the Contract or that is in any way connected with work or services performed under the Contract, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount. Policy shall be endorsed with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County. If Consultant is using a "leased employee" or an employee obtained through a Professional Employer Organization ("PEO"), Consultant is required to have such employees covered by workers' compensation insurance in accordance with Florida Workers' Compensation law. The PEO shall endorse its workers' compensation policy with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County, its employees and insurers.

(1) Consultant and its Subconsultants, or any associated or subsidiary company doing work on County property or under the Contract must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and

with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Consultant's Subconsultants fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subconsultant of the Consultant, the Consultant shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

7. Commercial General Liability Insurance

The Consultant shall obtain and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in *Figure 1*. Consultant shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Consultant's operations, independent Consultants, Subconsultants protecting itself, its employees, agents, Consultants or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as coverages A and B. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Consultant or by any of its Subconsultants arising from work or services performed under the Contract. Policy shall include either contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Consultant's Contract to indemnify, defend and hold harmless the County as provided in the Contract. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Consultants, Property of County in Consultant's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds).

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

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

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

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

8. Motor Vehicle Liability

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

9. Professional Liability

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

If the Consultant fails to secure and maintain the professional liability insurance coverage required herein, the Consultant shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance. The County shall be an additional insured under this policy when required in Figure 1.

10. Primary and Excess Coverage

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

11. Insurance Requirements

A. General Insurance Requirements:

(1) All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

(2) Approval by County of any policy of insurance shall not relieve Consultant from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Consultant or its Subconsultants for the entire term of the Contract and for such longer periods of time as may be required under other clauses of the Contract.

(3) Waiver of Subrogation. The Consultant hereby waives all rights against the County and its Subconsultants for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Contract. The Consultant shall require similar waivers from all its Subconsultants. Consultant's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Contract (including Workers' Compensation, and general liability).

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

(5) Cancellation Notices. During the term of the Contract, Consultant shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original

insurance policies approved by the County under the Contract within two (2) business days of receipt of such notice or change.

(6) Consultant's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

12. Proof of Insurance

A. The Consultant shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

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

C. All certificates of insurance shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by this Exhibit. No work or services by Consultant or its Subconsultants shall be commenced until County has approved these policies or certificates of insurance. Further, the Consultant agrees that the County shall make no payments pursuant to the terms of the Contract until all required proof or evidence of insurance has been provided to the County. The Contract may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

D. The Consultant shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Contract. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Consultant's expense or terminate the Contract but County has no obligation to renew any policies.

E. The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Contract.



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

[HALFF ASSOCIATES, 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 21, 2024

Halff Associates, Inc. Response

CONTACT INFORMATION

Company:

Halff Associates, Inc.

Email:

sfrederich@halff.com

Contact:

Stephanie Frederich

Address:

1201 N. Bowser Road
Richardson, TX 75081

Phone:

N/A

Website:

www.halff.com

Submission Date:

May 9, 2024 12:50 PM

[HALFF ASSOCIATES, INC.] RESPONSE DOCUMENT REPORT

RSQ No. 24-SQ-101KW

Professional Stormwater and Environmental Engineering Services

ADDENDA CONFIRMATION

Addendum #1

Confirmed May 9, 2024 8:04 AM by Stephanie Frederich

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

[HALFF ASSOCIATES, INC.] RESPONSE DOCUMENT REPORT

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

Page 2

[HALFF ASSOCIATES, INC.] RESPONSE DOCUMENT REPORT

RSQ No. 24-SQ-101KW

Professional Stormwater and Environmental Engineering Services

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

Yes

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

Pass

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

Yes

6. Public Records*

Pass

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

Yes

7. Content of Solicitation Response *

Pass

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

Yes

[HALFF ASSOCIATES, INC.] RESPONSE DOCUMENT REPORT

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

Page 3

[HALFF ASSOCIATES, INC.] RESPONSE DOCUMENT REPORT

RSQ No. 24-SQ-101KW

Professional Stormwater and Environmental Engineering Services

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

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

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

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

Kent Boulicault, PE | Vice President

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

Pass

Please indicate response.

No

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

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

No response submitted

11. Scope of Services *

Pass

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

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

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

Halff_Sample(1M-1M)_Exp0824.pdf

14. Hold Harmless Agreement.

Please download the below documents, complete, and upload.

Only upload if applicable in accordance with Florida Law.

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

No response submitted

[HALFF ASSOCIATES, INC.] RESPONSE DOCUMENT REPORT

RSQ No. 24-SQ-101KW

Professional Stormwater and Environmental Engineering Services

15. Forms

PROPOSAL FORM *

Pass

Please download the below documents, complete, and upload.

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

Proposal_Form.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.

LOI.pdf

W9*

Pass

Please attach current W-9 Form.

HAI-PO_BOX-2024_(W9).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

[HALFF ASSOCIATES, INC.] RESPONSE DOCUMENT REPORT

RSQ No. 24-SQ-101KW

Professional Stormwater and Environmental Engineering Services

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

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

No

ENTER EXPLANATION OF THE CONFLICT OF INTEREST AS INDICATED ABOVE.

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

No response submitted

PROHIBITION AGAINST CONTINGENT FEES *

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...](#)

ProhibitionAgainstFees_Notarized.pdf

PUBLIC ENTITY CRIME *

Pass

[HALFF ASSOCIATES, INC.] RESPONSE DOCUMENT REPORT

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

Page 7

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Professional Stormwater and Environmental Engineering Services

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.

[HALFF ASSOCIATES, INC.] RESPONSE DOCUMENT REPORT

RSQ No. 24-SQ-101KW

Professional Stormwater and Environmental Engineering Services

- 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

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

No response submitted

SCRUTINIZED COMPANIES CERTIFICATION *

Pass

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

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

In addition, if this solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

[HALFF ASSOCIATES, INC.] RESPONSE DOCUMENT REPORT

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

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[HALFF ASSOCIATES, INC.] RESPONSE DOCUMENT REPORT

RSQ No. 24-SQ-101KW

Professional Stormwater and Environmental Engineering Services

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.

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

Pass

[HALFF ASSOCIATES, INC.] RESPONSE DOCUMENT REPORT

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

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[HALFF ASSOCIATES, INC.] RESPONSE DOCUMENT REPORT

RSQ No. 24-SQ-101KW

Professional Stormwater and Environmental Engineering Services

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

16.1_Qualifications.pdf

FIRM QUALIFICATION DATA*

Pass

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

16.2_Firm_Qualifications.pdf

EXPERIENCE*

Pass

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

16.3_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.

16.4_Project_Approach.pdf

FINANCIAL STABILITY*

Pass

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

16.5_Financial_Stability.pdf



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2023

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

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

PRODUCER Greyling Ins Brokerage/EPIC 3780 Mansell Rd. Ste. 370 Alpharetta GA 30022	CONTACT NAME: Rebecca Egan PHONE (A/C, No, Ext): 770-552-4225 E-MAIL ADDRESS: greylingcerts@greyling.com FAX (A/C, No):														
INSURED Half Associates, Inc. 1201 N. Bowser Richardson TX 75081	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: National Union Fire Ins Co of Pittsburg</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER B: The Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER C: New Hampshire Insurance Company</td> <td style="text-align: center;">23841</td> </tr> <tr> <td>INSURER D: Allied World Surplus Lines Insurance Co</td> <td style="text-align: center;">24319</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Ins Co of Pittsburg	19445	INSURER B: The Continental Insurance Company	35289	INSURER C: New Hampshire Insurance Company	23841	INSURER D: Allied World Surplus Lines Insurance Co	24319	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 1847101035**REVISION NUMBER:** 23-24

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5856923	8/1/2023	8/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA5717893	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7034027549	8/1/2023	8/1/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC014195843	8/1/2023	8/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Prof Liability incl. Pollution			03113813	8/1/2023	8/1/2024	Per Claim \$1,000,000 Aggregate \$1,000,000

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

When certificate holder is shown, that certificate holder can be named as an Additional Insured on a primary and non-contributory basis with the exception of workers compensation & professional liability where required by written contract. A waiver of subrogation also applies as required by written contract. Umbrella policy follows form with respects to General, Automobile & Employers Liability Policies.

CERTIFICATE HOLDER**CANCELLATION**

Sample	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
--------	--

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5/9/2024
Date

PROPOSAL FORM

The undersigned hereby declare(s) that [firm name] Singhofen Halff
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

Kent Boulicault, PE

Printed Name

Vice President

Title

5/9/2024

Date

Singhofen Halff

Company Name

11723 Orpington Street Orlando, FL 32817

Full Address

407.679.3001

Telephone

Fax

kboulicault@halff.com

E-mail Address

11-337-6062

Dun & Bradstreet #

75-1308699

Federal I.D. #



May 9, 2024

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

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

Dear Mrs. Williams and Members of the Evaluation Committee:

As Volusia County takes significant strides to enhance its Stormwater Management Program, Singhofen Halff is excited to support these efforts by aligning our engineering solutions with the County's current priorities and future plans. We applaud the Volusia County Council for making a strong commitment to improving infrastructure, reducing flood risks, improving water quality issues from runoff, as well as many other notable efforts. Singhofen Halff's approach to stormwater management is designed to deliver both immediate and long-term benefits, verifying that the revenue is effectively utilized to meet the County's objectives. Our team is prepared to assist in furthering the County's Watershed Management Program and implementing proactive capital improvement plans that will enhance water quality and level of service and prepare the stormwater system to meet future demands.

Singhofen Halff has long-established roots within and around the County, having collaborated extensively with multiple cities, including the cities of Daytona Beach, Deltona, Edgewater, New Smyrna Beach, Palm Coast, and several others. Our deep understanding of the local environmental and regulatory landscape, combined with our track record of successful project deliveries, showcases our commitment to the County's objectives.

Local Presence: Our local presence not only enhances our responsiveness but also signifies our long-term commitment to the communities we serve. It allows us to offer immediate, on-the-ground support and leverage local knowledge and resources to confirm the success of each project. Key members of our project team live within or are a short drive from the County. We recognize the critical importance of maintaining existing stormwater infrastructure to extend its service life and enhance performance. Our local presence enables us to provide ongoing support for Volusia County's Drainage Task Team through regular assessments, maintenance planning, and the execution of capital improvement projects aimed at reducing erosion, sedimentation, flooding, and nutrients. This commitment makes sure that the stormwater systems not only meet current needs but are also scalable for future expansions.

Strong Depth of Knowledge and Bench-Strength: Our tailored approach is designed to address the broad scope of services required by the County, including the implementation of the National Pollutant Discharge Elimination System (NPDES), development of Total Maximum Daily Load (TMDL) assessments, comprehensive watershed management planning, and the engineering and permitting of critical capital improvement projects. Singhofen Halff is keenly aware of the challenges posed by stormwater runoff and sea level rise in Volusia County significantly impacting both local water quality and flood risk management.

TMDL and NPDES Specialists: Our team is comprised of engineers and scientists with a high level of expertise in addressing pollutant concerns to protect Florida's waters. In addition to our own staff, we have teamed with Applied Ecology (AEI), an expert in water quality modeling, TMDLs, BMAPs, BMP development, statistical analyses, and performance monitoring. AEI has a long history working with Florida municipalities and the FDEP to evaluate and implement TMDLs and BMAPs in both inland and coastal waterbodies, including the Indian River Lagoon, and will be a valuable resource to the County as they continue to make strides in meeting TMDL and BMAP goals.

HALFF

11723 ORPINGTON STREET
ORLANDO, FLORIDA 32817

TEL 407.679.3001
WWW.HALFF.COM

Volusia County | RFQ No. 24-SQ-101KW

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Watershed Management Program Assistance: We have decades of experience assisting local governments in the development and advancement of their stormwater management programs. This has included adoption of advanced GIS data structures, model maintenance programs, strategic planning and prioritization of model updates and CIP projects, development of standards for modeling, GIS, survey, level of service, and damage estimation. **Singhofen Halff has the depth of resources to assist the County in its goal of creating up-to-date Stormwater Management Master Plans for all 16 watersheds within the County.**

Award-Winning Designs: Our team's local expertise and technological capabilities allow us to design solutions that are tailored to manage and mitigate flooding, erosion, and water quality concerns effectively. We have designed numerous award-winning projects and have the proven experience and understanding of what makes a successful project for both residents and stakeholders. By integrating advanced hydrodynamic modeling and water quality statistical analysis, we aim to enhance the County's capacity to manage stormwater runoff more efficiently and sustainably.

Grant Funding Assistance: Although the County has made a commitment to stormwater management as evidenced by the recent increase in County stormwater fees, the program is facing a forecasted funding deficit in the coming years, as implementation costs continue to rise. Singhofen Halff has staff dedicated to grant funding assistance, with extensive experience helping Florida municipalities obtain funding from a variety of state and federal resources, including resiliency planning and implementation grants, FEMA hazard mitigation grants, and water quality improvement grants.

With our proven track record in managing complex stormwater issues and our strategic presence within the County, we are ideally positioned to enhance the effectiveness and efficiency of Volusia's stormwater initiatives, ensuring sustainable environmental outcomes and improved service levels for all county residents. We are committed to working closely with County staff under this contract. We have successfully maintained client relationships for over 30 years by being responsive, communicating often, meeting our commitments, and producing work we are proud of. We look forward to discussing our proposal in further detail and collaborating with Volusia County to achieve your goals.

Sincerely,
Singhofen Halff



Kent Boulicault, PE | Principal-in-Charge

Singhofen Halff Facts



30

Master Drainage Plans
Delivered **Within The**
Last 5 Years



MODELING SOFTWARE
CAPABILITIES

HEC-HMS
HEC-RAS
HEC-WAT
HEC-MetVue
Riverware
Infoworks ICM
XPSWMM

ICPR/StormWise
StormCAD
CivilStorm
ADCIRC
WHAFIS
SWAN
MIKE 21

40

Successful Loss Estimations
Using HAZUS & Site Specific
Methods **Within The Last 5 Years**

LOST ESTIMATION
SOFTWARE CAPABILITIES

HAZUS
FEMA BCA

USACE FDA
HEC-FIA



60
&
2000

TRAINING SEMINARS
PERFORMED
NATIONWIDE



TRAINED Floodplain
Managers and Modeling
PROFESSIONALS

We **Developed** and
Updated More Than
100 Hazard
Mitigation Plans for
Local Communities

We **Delivered** More
Than **250 Master**
Drainage Plans
Throughout Our
History

★★★★★

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Half Associates, Inc.

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

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

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

PO Box 4897, Dept 331

6 City, state, and ZIP code

Houston, TX 77210

Requester's name and address (optional)

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 3 0 8 6 9 9

Part II Certification

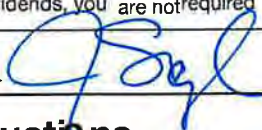
Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ►



Date ►

01/01/2024

General Instructions

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

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

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

By 
(Signature)

Date 5/9/2024

By Kent Boulicault, PE | Vice President
Corporate Officer Name & Title

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to/affirmed and subscribed before me this 9th day of MAY, 2024, by KENT BOULICAULT, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF FLORIDA

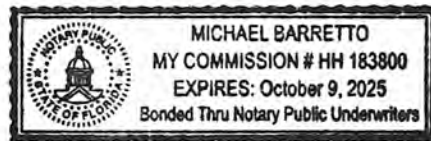
Type or print name:

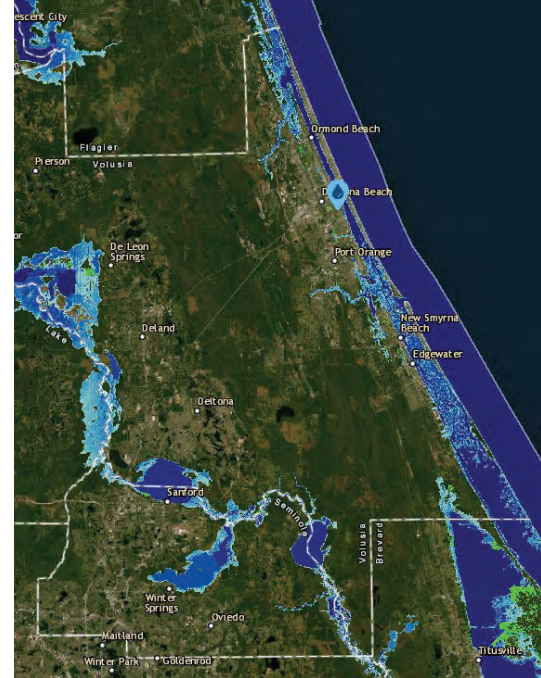
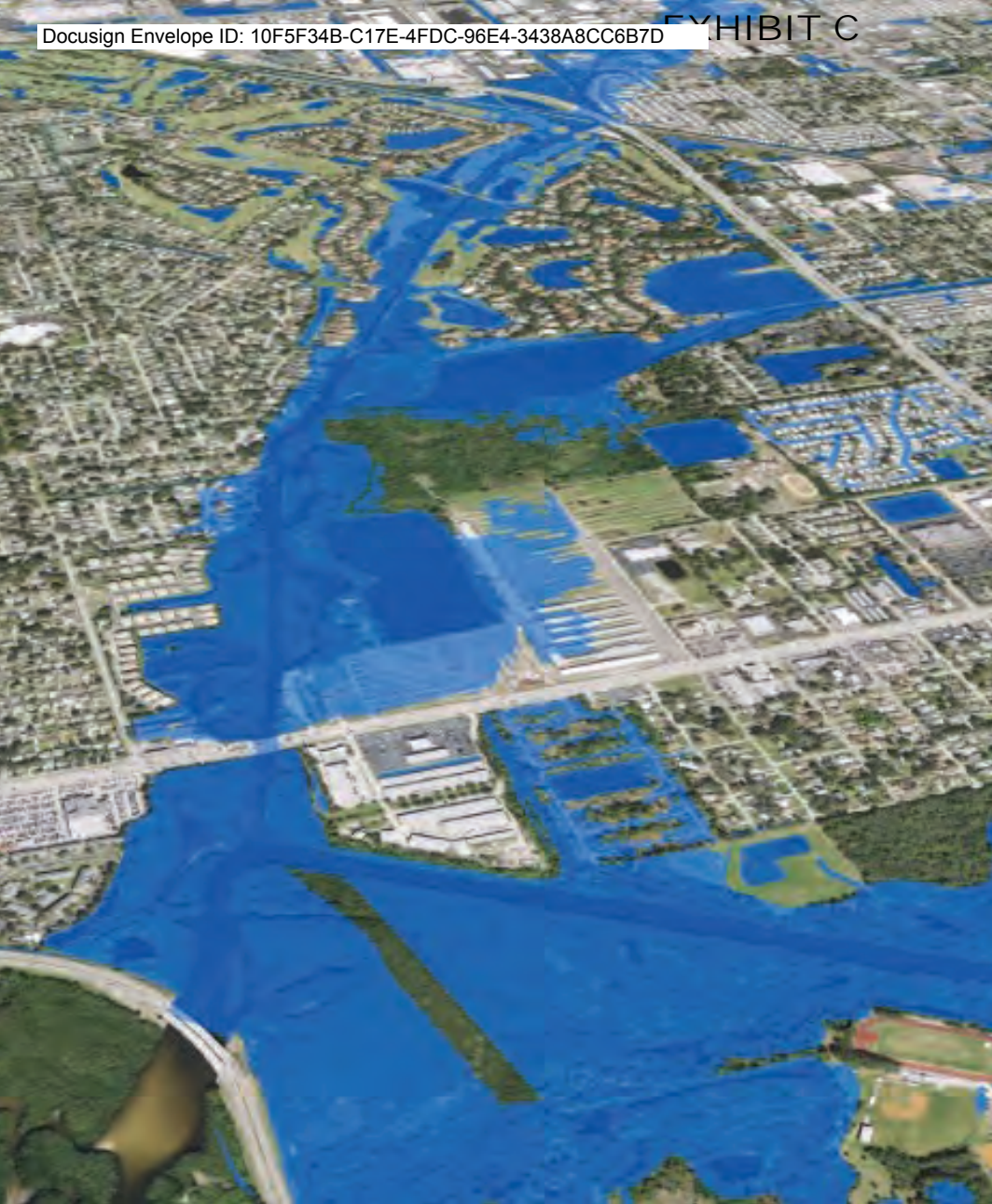
MICHAEL BARRETTO

Commission No.: HH 183800

Commission Expires: OCTOBER 09, 2025

(Seal)





VOLUSIA COUNTY

Statement of Qualifications

RFQ No. 24-SQ-101KW

Professional Stormwater and Environmental Engineering Services

May 9, 2024

Qualifications of the Firm and the Employees that will be Assigned to the County

7.3 Project Team



ROLE

Project Manager

EXPERIENCE

17 Years Total,
17 with Singhofen Halff

EDUCATION

BS, Civil Engineering,
University of Central Florida

CERTIFICATIONS

Certified Geographic
Information Systems
Professional, No. 160910

CONTACT INFORMATION

11723 Orpington St.
Orlando, FL 32817
689.303.3308
mdeal@halff.com

Matthew Deal, GISP

Matt has 17 years of experience in watershed management including GIS design and implementation, field data acquisition and H&H modeling. He is skilled in the use of a variety of GIS-based tools including those associated with ArcHydro. Matt is responsible for developing and implementing streamlined field data acquisition plans with entirely digital end products hyperlinked to features in project GDBs. He also has extensive experience in the conversion of model data and migration to/from various model and GIS platforms. Matt is well versed in the use of complex GIS data structures including SWFWMD's GWIS and he routinely modifies the XML Stylesheets as part of the migration efforts. He has taken the lead on developing in house tools to manage data, migrate models and GIS, streamline model development processes, QC input data sets (ICPR3 and ICPR4) and animate the temporal and spatial results of floodplain modeling and vulnerability assessments.

REPRESENTATIVE PROJECT EXPERIENCE

Palm City Farms Stormwater Master Plan, Martin County, FL.

Project Manager and lead GIS Analyst responsible for managing data collection, field reconnaissance, survey, and rainfall data analysis efforts, as well as for the development and calibration of a 1D H&H model (ICPR4). The work also involved model updates to include improvements constructed after the calibration storm event, FEMA floodplain mapping, developing conceptual capital improvement projects to address flooding, benefit-cost analyses, and evaluating velocities at key locations in the watershed.

Countywide H&H Model and Flood Forecasting Tool Development, Pinellas County, FL.

Senior GIS Lead responsible for combining the County's existing H&H models into a single 1D ICPR4 model (161 mi²). He also assisted in the development of the rapid flood hazard assessment model for the remaining areas that were not originally modeled (~78mi²). He was responsible for mapping floodplains for 20 different storm scenarios along with creating vulnerability assessments for nearly one million risk point locations across the County. He also developed a floodplain animation tool and correlated the risk locations to flooding conditions at gage elevations, providing the County with a tool for proactive flood management efforts.

Citywide Stormwater Management Master Plan and Design Solution Implementation, Palm Coast, FL.

Task Leader responsible for assisting in all aspects of model development of this systematic citywide stormwater management master plan. The City took a phased approach on a section-by-section basis based on priority areas and available funding. The project included development of a stormwater infrastructure geodatabase, a stormwater model geodatabase and several ICPR drainage models. The master plan includes a capital improvements program designed to address flooding and water quality concerns. The models prepared cover over 66 mi².



ROLE

Principal-in-Charge

EXPERIENCE

33 Years Total,
24 with Singhofen Halff

EDUCATION

BS, Civil Engineering,
University of Central Florida

MS, Environmental
Engineering Sciences,
University of Central Florida

REGISTRATION

Professional Engineer,
Florida No. 52584

CONTACT INFORMATION

11723 Orpington St.
Orlando, FL 32817
689.303.3303
kboulicault@halff.com

Kent Boulicault, PE

Kent has over 33 years of experience addressing water resources and environmental issues at the local, state, and federal regulatory levels. His project experience includes civil works design (flooding, water quality, and streambank stabilization), watershed master plan development, level of service analyses, resilience/vulnerability evaluations, and FEMA floodplain/floodway mapping. In addition, Kent has been a persistent proponent of addressing the implications of sea level rise on our communities and developing model tools to assess our vulnerabilities and make our capital projects more resilient. He has authored and delivered multiple presentations on this subject and the implication of ignoring the groundwater flow component.

REPRESENTATIVE PROJECT EXPERIENCE

Ironbark Stormwater Improvements, Pasco County, FL.

Senior Civil Engineer responsible for client coordination, model support, and data acquisition efforts for the flood mitigation project located in a landlocked residential area experiencing significant and persistent roadway and structure flooding. The project involved developing the design alternatives to mitigate the flooding. The recommended design solution included expanding two existing stormwater ponds and the nearby inactive rapid infiltration basin (RIB), pump station and force main design for recovery of the RIB and design of a new secondary drainage system.

City-Wide Stormwater Management Master Plan and Design Implementation, Palm Coast, FL.

Senior QC Officer responsible for overseeing the quality of the project and supporting model and master plan development. The project has included development of a stormwater infrastructure geodatabase, a stormwater model geodatabase, and several H&H models (existing and design conditions). The master plan includes a capital improvements program primarily designed to address flooding concerns. The models prepared to date cover nearly 66 square miles total, including ~31 square miles of detailed modeling and eight master planned conceptual designs, four of which have been successfully implemented (final designed, permitted, and constructed) to address persistent roadway and lot flooding.

County-Wide Model and Flood Forecasting Tool Development, Pinellas County, FL.

Project Manager responsible for managing all aspects of this project and providing technical direction for the 5 main tasks, including combining existing H&H models into a single 1D ICPR4 model (161-mi²), development of a 2D rapid flood hazard assessment model for remaining areas of the county (78-mi²), combining all into a single H&H model, simulation of 20 different storm scenarios, mapping floodplains, and flood depths at over 5,000 locations, and correlation of flood conditions to gage elevations across the county for proactive flood management. The model was successfully developed within an aggressive 2-month time frame.



ROLE

Funding Resources

EXPERIENCE

33 Years Total,
2 with Singhofen Halff

EDUCATION

BA, Political Science,
Stetson University

REGISTRATION

Grant Professional Certified, Grant
Professional Certification Institute

CONTACT INFORMATION

9995 Gate Parkway N.
Suite 200
Jacksonville, FL 32246
904.910.6401
lking@halff.com

Lisa King, GPC

Lisa has more than 33 years of experience in providing grant writing and grant administration consulting services to local governments in Florida. She specializes in projects related to the life cycle of water, transportation, and resilience including emergency management and mitigation. **Lisa has successfully obtained over \$300 million in grants to Florida local governments.**

REPRESENTATIVE PROJECT EXPERIENCE

Pasco County Grant Consulting Services, Pasco County, FL.

Lisa has been providing comprehensive grant writing services since 2019. Funding Resource Strategy Development. Highlights of successful projects include: Multiple applications for HMGP stormwater and drainage projects. CDBG-MIT and BRIC applications for critical facility hardening. Technical assistance on HLMP. Technical assistance on American Rescue Plan and Infrastructure Investment and Jobs Act funding.

City of Panama City Grant Consulting Services, Panama City, FL.

Lisa has been providing comprehensive grant writing services since 1992. Funding Resource Strategy Development. Highlights of successful projects include: Resilient Florida Vulnerability Assessment, Environmental land acquisition of three parks (Oaks by the Bay, Venetia Sunset and Sweetbay Wetlands Preserve) Multiple park development projects through FRDAP, CPI and LWCF programs. Restoration of historic properties such as the McKenzie House and Panama City Publishing Company, Multiple planning efforts funded through CPI and DEO's CPTA. Technical assistance on BRIC, CDBG-DR and CDBG-MIT. Technical assistance on American Rescue Plan and Infrastructure Investment and Jobs Act funding.

Seminole County Grant Consulting Services, Seminole County, FL.

Lisa has been providing comprehensive grant writing services since 2014. Funding Resource Strategy Development. Highlights of successful projects include: Multiple HMGP projects associated with Hurricanes Matthew and Irma for drainage and stormwater projects. Applications for CDBG-MIT and BRIC. Pending applications for Resilient Florida Planning and Implementation and HMGP-COVID. Technical assistance on American Rescue Plan and Infrastructure Investment and Jobs Act funding.

City of Arcadia Grant Consulting Services, Arcadia, FL.

Lisa has been providing comprehensive grant writing services since 2017. Highlights of successful projects include: Multiple HMGP projects associated with Hurricanes Matthew and Irma. Applications for CDBG-MIT Stormwater. Multiple successful Historic Preservation grant projects for building restoration planning and implementation. 1926 City Hall, vacant for 15 years being restored with grant funding. Pending application for FDEP Wastewater grant for WWTP replacement.



ROLE

QA/QC Manager

EXPERIENCE

15 Years Total,
14 with Singhofen Halff

EDUCATION

MS, Civil Engineering,
University of Central Florida

BS, Civil and Environmental
Engineering, University of
South Florida

REGISTRATION

Professional Engineer,
Florida No. 78531

Certified Floodplain Manager,
Florida No. US-10-05504

CONTACT INFORMATION

11723 Orpington St.
Orlando, FL 32817
689.303.3309
ahunt@halff.com

Allyson Hunt, PE, CFM

Allyson has 15 years of experience in stormwater modeling and civil infrastructure design. She has managed or assisted with numerous publicly funded stormwater management projects, including master plan development, floodplain mapping, level of service evaluation, design alternative evaluation, drainage retrofit design (including flood mitigation, water quality improvement, and erosion countermeasures) and model review. She is skilled in H&H modeling (1D/2D), cost estimation, drainage design calculations, report preparation, and construction document preparation. Her permitting experience includes Environmental Resource Permits (including emergency authorizations), FEMA map revisions, NPDES and USACE Permits, and FDOT drainage connection permits.

REPRESENTATIVE PROJECT EXPERIENCE

North Merritt Island Watershed Master Plan, Brevard County, FL.

Project Manager responsible for the 38-mi² North Merritt Island watershed model, which includes both 1D and 2D components with groundwater integration. Allyson led the team conducting data collection, field reconnaissance, survey, analysis of tidal tailwater and rainfall data (current and future projection) supporting the model development, as well as managing the collaboration between team members. The ICPR4 model was calibrated to Hurricane Irma in 2017 and updated to include post-2017 improvements. Design storm simulations were conducted, and floodplains were delineated for the watershed. The model network's geodatabase was in SWFWMD's GWIS format.

Ironbark Drive Neighborhood Flood Abatement Project, Pasco County, FL.

Project Engineer and QA/QC Support responsible for developing design alternatives utilizing ICPR to mitigate significant and persistent roadway and structure flooding on the landlocked residential area. Over 15 conceptual designs were developed. The final design solution included expanding a nearby inactive rapid infiltration basin (RIB) and connecting two existing stormwater ponds, pump station and force main design for recovery of the RIB, and design of a new secondary drainage system. Allyson's responsibilities included detailed stormwater modeling of the existing condition, design alternative development and analysis, preparation of a summary memorandum, construction cost estimates, and presentation to County staff, and coordinating sub-consultant efforts.

Stormwater Master Plan, Malabar, FL.

Project Manager responsible for developing a town-wide stormwater master plan model and CIP design recommendations. The project included the development of a 24.5-mi² H&H model (ICPR4 with both 1D and 2D components), field reconnaissance, delineation of floodplains, identification, and prioritization of areas of concern, and the development of design alternatives for the various identified locations. She also presented the results of the study and conceptual designs to the Town's Council at a public meeting. She is currently supporting the Town with the SRF funding requirements.



ROLE

Watershed Management
Planning Lead

EXPERIENCE

38 Years Total,
38 with Singhofen Halff

EDUCATION

MS, Environmental
Engineering Science,
University of Central Florida

BS, Biology, University of
Central Florida

BS, Limnology, University of
Central Florida

REGISTRATION

Professional Engineer,
Florida No. 55512

ASFPD Certified Floodplain
Manager, No. US-10-05511

CONTACT INFORMATION

11723 Orpington St.
Orlando, FL 32817
689.303.3301
mtroilo@halff.com

Mark Troilo, PE, CFM

Mark has over 38 years of experience in the water resources field in stormwater management modeling and design. He has been involved in numerous major publicly funded watershed H&H model development and drainage design projects ranging in size from a few acres to over 1,800-mi². He brings extensive expertise in stormwater modeling using various tools such as ICPR (1D and 2D), suite of HEC models (HEC-RAS, HEC-HMS, HEC-GeoRAS, etc.), SWMM, and CHAN. His experience includes floodplain mapping, level of service evaluation, flood mitigation design, environmental restoration, water quality analyses and design, and presentation of study results to the public. For over 15 years, he provided technical support for the users of the hydrodynamic model, ICPR on behalf of Streamline Technologies, Inc. Mark is considered a subject matter expert in surface water modeling and is routinely requested for lectures on the subject, delivering over 50 workshops, roundtables, and presentations on the methodologies to surface water modeling and design, including sea level rise and groundwater implications.

REPRESENTATIVE PROJECT EXPERIENCE

City-Wide Stormwater Management Master Plan and Design Implementation, Palm Coast, FL.

As the Lead Hydrologist and Sr. Civil Engineer, Mark was responsible for all aspects of this phased project including project management, hydrologic and hydraulic modeling, flooding design alternative development, cost estimates, master planning, and report development. The project included development of a stormwater infrastructure geodatabase, a stormwater model geodatabase, and several H&H models (existing and design conditions). The master plan includes a capital improvements program primarily designed to address flooding concerns. The models prepared to date cover nearly 66 square miles total, including ~31 square miles of detailed modeling and eight master planned conceptual designs.

Town of Malabar Stormwater Master Plan, Malabar, FL.

This project, located on the Indian River, involved the development of a town-wide stormwater master plan model and CIP design recommendations for flood control purposes. It involved the development of a 24.5-mi² H&H model (ICPR4 with both 1D and 2D elements), field reconnaissance, delineation of floodplains, identification, and prioritization of areas of concern. Mark was responsible for directing the model development efforts and conducting QC reviews of model data and results.

North Merritt Island Watershed Master Plan, Brevard County, FL.

The project, located between the Indian and Banana Rivers, involved the development of a stormwater master plan for the 34-mi² North Merritt Island watershed. The effort included the development of a detailed 1D/2D stormwater (H&H) model with groundwater interaction (ICPR4) and model calibration/verification to Hurricane Irma and subsequent significant storm events. The project also involved survey efforts and forecasting future rainfall and tailwater conditions for the watershed with a 20-year projection.



Guillermo Simon, PE, CFM

Guillermo has more than 28 years of experience in the fields of surface hydrology and hydraulics, and coastal engineering. His background includes a wide variety of projects, ranging from single lots to multi-county and basin-wide projects. Guillermo's experience includes engineering analyses, modeling, and design. He routinely leads multidisciplinary production teams in the development of projects for a wide range of clients and stakeholders and enjoys mentoring young staff. With his diverse skillset in coastal and water resource engineering and project management, Guillermo serves as Halff Associates' Director of Water Resources in Florida.

ROLE

Water Resources/Coastal
Engineering

EXPERIENCE

28 Years Total,
5 with Singhoffen Halff

EDUCATION

MS, Coastal and
Oceanographic Engineering,
University of Florida

BS, Civil Engineering,
Universidad Nacional
Autonoma de Mexico

REGISTRATION

Professional Engineer,
Florida No. 64644

Certified Floodplain Manager,
No. 05-01518

PROFESSIONAL ORGANIZATION

Member of the City of
Jacksonville Environmental
Protection Board (January
2021-Current)

CONTACT INFORMATION

9995 Gate Parkway N.
Suite 200
Jacksonville, FL 32246
904.456.9801
gsimon@halff.com

REPRESENTATIVE PROJECT EXPERIENCE

Jacksonville Coastal Compound Flood Modeling, Jacksonville, FL.

Project Manager, Senior Water Resources, and Coastal Engineer for the development of a comprehensive compound flood model for Florida's St. Johns River basin. Guillermo oversees a team of hydraulic and coastal modelers on the development of a 2D model that simulates hydrologic and coastal processes (tropical and non-tropical), with a focus on the St. Johns River estuary and the City of Jacksonville.

Hogans & McCoys Creek Watershed Resilience Plan, Jacksonville, FL

Project Manager for the creation of a Watershed Resilience Plan encompassing the Hogans Creek and McCoys Creek watersheds. The plan applies the U.S. EPA six-step, nine-element watershed planning framework, which includes watershed characterization, community engagement, and identification of green and gray infrastructure solutions that reduce flood risk, improve water quality, and enhance recreational space.

FEMA Flood Insurance Study, Volusia County, FL.

Project Manager for stormwater, riverine, and coastal modeling, and floodplain mapping of the 10-, 2-, 1- and 0.2% annual chance floods to update Volusia County's flood insurance study. Project work included detailed hydrology and hydraulic modeling using HEC-HMS and HEC-RAS for numerous basins throughout Volusia County; leveraged SWMM stormwater models and updated them to meet FEMA's standards; overland wave propagation modeling, and wave runup and dune erosion processes; application of tidal boundary conditions and calculation of riverine and coastal combined risks. Project work also included detailed mapping and redelineation of Zone As, development of digital flood insurance rate maps and databases following FEMA standards.



ROLE

Engineering Analysis and
Drainage Design

EXPERIENCE

42 Years Total,
37 with Singhofen Halff

EDUCATION

BS, Civil Engineering,
University of Central Florida

REGISTRATION

Professional Engineer,
Florida No. 51373

CONTACT INFORMATION

11723 Orpington St.
Orlando, FL 32817
689.303.3302
rgaylord@halff.com

Robert Gaylord, PE

Robert has over 40 years of experience managing and designing civil engineering projects, including civil infrastructure design, flood control, erosion control, and natural systems restoration. He has extensive experience managing large project teams on projects with numerous stakeholders. Robert is known for executing projects on time and within agreed upon budgets. He has designed numerous award-winning flood mitigation projects. In addition, he has managed erosion control projects involving canal design using gabions, sheet pile walls, large block, and concrete walls. His extensive engineering experience includes the design of new and expanded drainage systems, roadways, sidewalks, parks, water, wastewater and reuse utilities, pump stations, and complex aerial utility crossings, as well as preparation of construction plans, cost estimates, specifications, and permit applications. Robert also has extensive experience in administering the construction and implementation of project designs.

REPRESENTATIVE PROJECT EXPERIENCE

Continuing Stormwater Engineering Services Contract, Tallahassee, FL.

Program and Project Manager responsible for managing the design efforts for over \$30M in construction projects. The team has been providing engineering services to the City continuously for nearly 30 years and Robert has served as the Program/Project Manager for 20 years. During this time, he has negotiated project scopes and fees with the City and managed various projects, including large-scale complex H&H modeling, watershed management plans, conceptual design analyses, designs for flood control, erosion control, and water quality improvements, civil infrastructure design, construction plans and specifications, FEMA map revisions, permitting through numerous federal, state, and local agencies, and construction administration. He also provides routine updates and maintains schedules and budgets.

Baypointe Stormwater and Conservation Area, Pinellas County, FL.

Project Manager and Lead Design Engineer responsible for overseeing H&H model development (ICPR4), developing five conceptual design layouts for the park, which includes ADA-compliant pedestrian trail, wet ponds, dry ponds, and filtration trenches involving converting an abandoned golf course into a stormwater park and conservation area to help reduce flooding conditions in the surrounding communities. Park layouts also consider preservation of existing trees, removal of invasive species, and soil contamination remediation recommendations

Pithlachascotee Water Management Plan Model Update, LOS, and BMP Analysis, Pasco County, FL.

Deputy Project Manager responsible for providing senior project coordination support, QC reviews, and technical direction in the modeling and development of BMP designs. The project involved conducting updates to the 200 mi² study area, LOS analyses, and developing BMPs to mitigate flooding conditions.



ROLE

Water Quality/NPDES/TMDL

EXPERIENCE

24 Years Total,
15 with AEI

EDUCATION

PhD, Conservation Biology,
University of Central Florida

MS, Ecology, Florida Tech

BS, Marine Biology,
Florida Tech

REGISTRATION

GIS Certification Institute Certified
GIS Professional,
No. 91249

CONTACT INFORMATION

2200 Front Street, Suite 300
Melbourne, FL 32901
321.499.3336
clistopad@appliedecologyinc.com

Claudia Listopad, PhD, GISP

Claudia, the founder of Applied Ecology, Inc. (AEI) has 24 years of specialized experience in water quality assessments, statistical and geospatial analyses, and remote sensing to resolve a multitude of environmental problems. Dr. Listopad specializes in water quality projects, developing techniques to streamline holistic hydrologic and water quality assessments of complex systems. Dr. Listopad has been continuously involved in several projects funded by the State Legislature, FDEP, and municipalities related to water quality of the Indian River Lagoon (IRL), including several groundwater source studies, which include large-scale monitoring, geospatial modeling, and statistical analyses to support water quality modeling. Dr. Listopad is largely responsible for the development of the Spatial Watershed Iterative Loading (SWIL) Model.

REPRESENTATIVE PROJECT EXPERIENCE

FY23 Environmental Support TMDL, Patrick Space Force Base, FL.

Project Manager for the implementation of TMDL requirements for Space Launch Delta 45 for total nitrogen and total phosphorus reductions to large portions of the IRL system for the USACE. Tasks under this contract include providing Statewide Annual Report submissions to FDEP; addressing technical issues associated with TMDL and Clean Waterways compliance and implementation; designing and implementing a Managed Aquatic Plant Systems; assessing the canals on PSFB and developing a Canal Assessment Plan, performing a Shoreline Stabilization evaluation; and designing a living shoreline along the FamCamp at PSFB.

Ecological Services and Permitting for North Beach Street, Volusia County, FL.

Project Manager for ecological assessment and permitting services to support Volusia County's North Beach Street Roadway project, which will increase drainage and travel safety. Tasks include delineating wetlands and describing waters of the U.S. and Florida to support a Jurisdictional Determination pursuant to federal and state regulatory requirements. AEI also performed a terrestrial assessment and benthic survey of special-status species and proposed an innovative solution to help the County meet wetland mitigation requirements. AEI is working closely with multiple regulatory agencies to substantiate the ecological benefits of on-site, Permittee Responsible Mitigation.

Spatial Watershed Iterative Loading (SWIL) Model Redevelopment, Volusia, Brevard, and Indian River Counties, FL.

Project Manager and Model Developer for SWIL model updates. SWIL was initially developed in 2012 to provide spatial and temporally accurate loading data in support of a refined TMDL for the IRL. AEI is working closely with FDEP to complete a full SWIL model revision, updating spatial input model layers and event mean concentrations using the latest available data. Other tasks include hydrological and water quality calibration, tool development for load allocations, natural background model run, and technology transfer.



Rahman Davtalab, MS, CFM
Watershed Management Planning

Rahman has over 20 years of experience in water resources modeling and engineering design. He has conducted extensive H&H modeling (1D and 2D) and design development for water resources projects (floodplain management, flood mitigation, erosion countermeasures, flood mapping, water supply, etc.). In addition, Rahman has been responsible for monitoring and developing technical reports on the assessment of the operation and maintenance of dams and major water control structures.



Rebecca Harris, PE, CFM
Watershed Management Planning

Rebecca brings eight years of experience in H&H modeling and BMP development. She has had key roles in multiple publicly funded watershed management projects. Her focus has been on the use of ICPR, and she is skilled in the development of Hydro, HEP, and Model Network features in GWIS, the development of 2D features, model parameterization, model QC, model simulations including validation storms, level of service analysis, and floodplain mapping. She is also experienced in developing BMP alternatives to address flooding and managing and working on WMP projects, including using SWFWMD methods for data collection and GIS standards.



Nick Troilo, PE, CFM
Watershed Management Planning

For the past 13 years, Nick has provided modeling, GIS analysis, and design services on numerous stormwater and watershed projects throughout Florida ranging in size from small area studies and retrofit design, to large, watershed-wide models. Nick's expertise includes hydrologic and hydraulic modeling of natural and manmade systems, groundwater model development, evaluation of hydraulic networks, development and evaluation of stormwater modeling parameters, ArchHydro processing, GIS/floodplain mapping and analysis, peer review of H&H models, level of service and water quality evaluation, and stormwater retrofit design. He is skilled in ArcGIS, ArchHydro, HEC-RAS, ICPR, and MicroStation.



Bryant King, PE
Engineering Analysis & Drainage Design

Bryant has 32 years of experience in a variety of stormwater planning, design, flood mitigation and flood hazard determination in the public sector. He has worked with municipalities, state agencies, and other local agencies/commissions throughout Florida and South Georgia in various roles, including Drainage Engineer of Record, Project Manager, Drainage Engineer, and Drainage Quality Control. Most of this experience includes capacity projects, bridge replacements, resurfacing, drainage studies, safety improvements, and design and permitting support for the Florida Department of Transportation (FDOT) District Design Staff.



Brett Witte, PE
Engineering Analysis & Drainage Design

For the past 20 years, Brett has been directly involved in numerous H&H modeling, drainage retrofit design, civil infrastructure design, and construction projects for Singhofen Halff. He is responsible for all facets of projects from coordinating with clients and regulatory agencies to H&H modeling and construction documents. He is skilled in civil engineering design, CADD, and GIS. Brett is responsible for project permitting through various agencies as well as on-site construction inspection of projects. He is skilled in modeling and drainage design, underground utilities, and construction administration.



Brennen Crenshaw, PE
Engineering Analysis & Drainage Design

Brennen has 10 years of experience in stormwater modeling and engineering design. He routinely uses GIS for model development and parameterization, data management and mapping. He is skilled in the use of a variety of GIS-based tools including those associated with ArchHydro as well as tools developed by Singhofen Halff. He is well versed in the use of complex GIS data structures including SWFWMD's GWIS and is skilled in FEMA's BCA methodology.

Qualifications of the Firm and the Employees that will be Assigned to the County



Sarah Malone, MS, ENV SP **Water Quality/NPDES/TMDL (AEI)**

Sarah has been working in Florida's water resources industry for 18 years in many different capacities, providing her with a comprehensive understanding of the complex water management issues currently facing our state. During her career, she has managed water resources including surface waters, stormwater, wastewater systems, and public water supply. Prior to joining AEI, Sarah was with the City of Lakeland as the Water Utilities Compliance Manager where she provided environmental support for the Water Utilities Department including water supply planning, water quality, wetland management, data analysis, and permit compliance, and managed projects related to wellfields, feasibility studies, beneficial reuse, and environmental permitting. Sarah has extensive NPDES experience in both wastewater and stormwater including monitoring and reporting, pollutant source tracking, and TMDL and BMAP implementation.



Sam Sarkar, PE **Water Quality/NPDES/TMDL**

Sam has more than 13 years of experience specializing in the development and application of numerical and computational models to support solutions development for water resources and water quality problems. Sam has supported federal, state, and municipal governments in watershed-based planning, stormwater management, flood mitigation planning, TMDL development, BMP implementation and evaluation, and resiliency analysis. He is an expert in the development and application of hydrology, hydraulics, and water quality models using EPA-SWMM, XP-SWMM, SUSTAIN, HEC-HMS, HEC-RAS, SWAT, APEX, HSPF, LSPC and PRMS.



Sohaib Alahmed, PhD, PE **Water Quality/NPDES/TMDL**

Sohaib has extensive experience in hydrodynamic modeling and numerical flow simulations, inspiring the next generation of rivers, coastal, and flood modeling simulation and analysis. His experience includes programming, data science, problem-solving, and development. Sohaib is bridge builder serving as a catalyst for sustainable change by

empowering infrastructure and engineering teams through data-driven impact.



Drew Sanders **Environmental/Permitting**

Drew has more than 32 years of experience in environmental permitting that encompasses a wide range of public and private projects. His areas of specialization include project management, environmental permitting, ecological assessments, habitat mapping of terrestrial and aquatic systems, plant and wildlife surveys, listed species surveys, photo interpretation, wetland delineation and hydroperiod assessment, habitat restoration and management, and wetland mitigation design.



Carol May, PG, CAPM, PMP **Environmental/Permitting**

Carol is the Team Leader for Singhofen Halff's Environmental Remediation and Compliance group. Her 16 years of experience are in environmental consulting, site investigations, remedial alternatives analysis, demolition, remedial design, and remedial construction. Her responsibilities include all phases of project development and management for remediation of Brownfield sites. She has served as program and project manager where the work has involved scope, budget, and schedule development, project planning and controls, subcontractor procurement, technical and quality control management, agency interaction support, and project technical and financial reporting.



Tamy Dabu **Environmental/Permitting (AEI)**

Tamy has over 25 years of regulatory permitting experience in the State of Florida. As an experienced environmental biologist, Tamy has worked for both FDEP and the U.S. Army Corps of Engineers as a Regulatory Program Manager. Her extensive wetland regulatory experience includes performing wetland jurisdictional determinations, conducting environmental functional assessments, threatened and endangered species evaluations, reviewing and preparing compensatory mitigation proposals that adhere to all regulatory (state & federal) requirements.



Jim Dunn, PSM Survey (SSMC)

Jim has 54 years of surveying and mapping experience. Jim's responsibilities include research, reconnaissance, coordination, and scheduling for a variety of projects. Jim has extensive experience in all aspects of Surveying and Mapping services related to the design of roads, sanitary sewer, water line, and drainage projects. This experience includes but is not limited to right-of-way (r/w) 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.



Scot Carpenter, PSM Survey

Scot serves as Halff's Survey Deputy Practice and Team Leader. Scot became a professional surveyor and mapper in 2001 after serving 10 years as a Party Chief for the Florida Department of Transportation (FDOT). He has gained considerable experience in the performance and management of a wide range of survey projects including FDOT design (using EFB (electronic field book), right of way control, boundary, drainage, metes and bound, wetland delineation, seasonal high water, and utility location.



Nathan Simon SUE

Nathan serves as the SUE Manager for the Temple Terrace office in Florida. As a manager, Nathan is responsible for hiring and training SUE staff to accommodate the needs of clients. He manages the day-to-day functions of projects for FDOT, military bases, power plants, schools, directional drill companies, private development, counties, cities, and other municipalities in Florida.



Max Kemnitz, PE Geotech (ECS)

Max serves as a Geotechnical Department Manager for ECS. He has over 20 years of experience in geotechnical engineering, project and personnel

management and consulting experience in investigation, analysis and reporting and construction phase engineering support. In addition to project and personnel management, and quality control (QC) pertaining to engineering and construction materials testing services. Max's responsibilities include managing all aspects of geotechnical engineering and subsurface explorations projects, as well as project progress and budget management.



Dan Metz, PE Structural Engineering

Dan has 41 years of experience in the design and analysis of transportation structures. He has been responsible for design, project management, construction plans preparation, plans review, project coordination, and quality control since 1983. Dan has significant experience in the design, analysis and detailing of steel and concrete bridges, bridge foundations, concrete sheet pile walls, anchored and cantilevered steel sheet pile walls, retaining walls, box culverts, sign structures, and signal structures. He has worked closely with several FDOT Districts, airport authorities, various Florida counties, as well as considerable experience working with contractors, developers, pre-casters, and fabricators.



Brian Gacke CADD

Brian has 23 years of experience in the use of GIS and CADD software as it applies to stormwater modeling and civil infrastructure design, supporting numerous publicly-funded civil engineering projects of varying size and complexity. He has assisted in numerous publicly funded stormwater management projects of varying size and complexity. Brian has extensive experience in the development of GIS procedures used in evaluating and presenting the effectiveness of stormwater management plans. This includes digital terrain modeling, QC reviews of LiDAR point cloud data and breaklines, terrain and bathymetry data set merges, GDB development and implementation, geoprocessing techniques to calculate project model and design parameters, ArcHydro processing for subbasin delineation and preferential links, evaluation of LOS, and mapping flood impacts and drainage levels of service.

Qualifications of the Firm and the Employees that will be Assigned to the County



Michael Barretto, GISP
GIS

Michael brings over 18 years of experience in the use of GIS and CADD software as it applies to stormwater modeling and civil infrastructure design, supporting numerous publicly-funded projects of varying size and complexity. He has extensive experience in the use of GIS tools for the development of watershed H&H models, master plans, and designs to mitigate flooding and improve water quality. This includes digital terrain modeling, geodatabase development and implementation, geoprocessing techniques to calculate model and design parameters, ArchHydro processing to support model development, level-of-service (LOS) evaluations, and floodplain/inundation area mapping.



Mike Holm, PE
CEI Services

Mike's 22 years of technical expertise includes highway materials testing and CEI for the Florida Department of Transportation (FDOT) and other Florida municipalities. He has served as Project Manager/Senior Project Engineer for many projects involving roadway construction, minor bridges, drainage, and sidewalk improvements. Mike also has extensive experience performing structural inspection on projects involving cast-in-place reinforced concrete, reinforcing steel, structural masonry, post-tensioned slabs, and structural framing. His career has impressively progressed from staff engineer to various leadership and management roles while serving the engineering industry.



John (JT) Thompson
CEI Services (Inspector/CA) (ECS)

JT is a Field Technician/Team Leader for ECS. He has experience with field observation, testing, sampling and inspections of soils, aggregates, concrete, grout, masonry, asphalt and structural steel placement. JT's project experience ranges from residential home sites, roadways and bridges to public and private sector projects, to utility and drainage projects and more.



Cliff Hendrickson, PG
CEI Services
(Environmental, Phase I, II) (ECS)

Cliff is the Subsidiary Regional Vice President for the Florida Subsidiary and Principal Geologist with ECS. He is responsible for ECS Florida Environmental and Facilities operations and is involved in principal review of various environmental projects. Cliff is also responsible for the financial management and technical quality of a full service office providing environmental assessments and consulting, contamination studies, hazardous material surveys and remediation projects.



Sean Lahav
Resilience & Sustainability

Sean has experience in a variety of resilience, public policy, local government planning, and intergovernmental relations projects in the public sector. He has advised elected officials and local governments on policy matters related to climate and economic resiliency, presented to elected commissions and civic organizations on more than 50 occasions, as well as led partnerships with agencies and organizations at the local, state, and national levels. He previously served as resiliency coordinator for the Northeast Florida Regional Council (NEFRC), where he led regional efforts related to sea level rise, flooding, and COVID-19 economic recovery across the seven-county Northeast Florida region.



Jack Young, PE, CPM, PMP
CRS Specialist

Jack brings 16 years of experience as a Water Resources Engineer, Project Manager, and Program Manager. He brings strong technical and administrative experience managing floodplain projects and programs for local communities, state agencies, and FEMA. Jack has considerable experience with FEMA's RiskMAP Program through his role as FEMA Region 6's Regional Production Manager and as a project manager and technical expert for five Cooperating Technical Partners (CTPs). He has a detailed knowledge of FEMA's Community Rating System (CRS) program and currently serves as a Program Manager overseeing Halff's FEMA contracts.

SUBCONSULTANTS

The Halff team is uniquely qualified to provide unsurpassed service to Volusia County due to the successful work that Singhofen Halff and each of our subconsultants have performed on similar projects. We have tailored our team members to the services associated with the Stormwater and Environmental Engineering Services contract.



Engineering Consulting Services (ECS) Geotechnical Engineering and CEI Services

ECS Florida, LLC has more than 225 employees and over 35 years of experience. ECS is equipped to help projects from conception through completion for both the private and public sectors.

Recent projects with Singhofen Halff:

- Rainbow Springs State Park - Access Road, Dunnellon, FL
- Hogans Creek Widening, Jacksonville, FL
- Torreya State Park, Bristol, FL
- Star Distribution Expansion Property Reliance Letter, Plant City, FL
- Balm East & West Off-site Infrastructure, Balm, FL
- Berry Bay Phase I, Wimauma, FL
- 501 Ring Road Groundwater, Orlando, FL



Applied Ecology Inc. (AEI) Water Quality/NPDES/TMDL and Environmental/Permitting Support

AEI was founded as a Florida corporation in 2009 by Claudia M. Listopad, Ph.D., GISP to provide a full spectrum of scientific services and applied research to inform government decision making. After over a decade of success, the increasing demand for AEI's services required the company to expand from its headquarters located in Melbourne, Florida to offices in Orlando and Tampa. They have increased staff capabilities and regional presence, but their core focus remains using innovative technology and science to provide solutions for challenging community problems. AEI has grown into a full-service environmental and ecological consulting firm with highly qualified scientists, specialized technicians, and Registered Professional Engineers and Geologists who can

provide a comprehensive set of interdisciplinary services to Volusia County. AEI has the experience and skills to plan and implement large-scale and long-term studies that cross multiple disciplines and integrate spatial and temporal datasets. Their project portfolio includes a variety of high-profile projects in water resources: the Tampa Bay Residential Stormwater Study, the Refinement of the Indian River Lagoon TMDL, the Analysis of OSTDS Potential Loading Impact, and several other Stormwater Water Quality Masterplans and BMP prioritization studies.

AEI is certified as a MWBE by the State of Florida Office of Supplier Diversity; Orange, Osceola, and Hillsborough Counties; City of Orlando, and the Greater Orlando Aviation Authority. In addition, AEI is recognized as a SBE by Pinellas County, a DBE by FDOT, a WBE by the City of Tampa, and a federally-certified 8(a), disadvantaged small business.

Recent projects with Singhofen Halff:

- New Smyrna Beach Master Plan
- North Merritt Island Watershed Management Plan
- Malabar Stormwater Master Plan & Asset Management
- Suntree Area Water Quality BMP Development



Southeastern Surveying & Mapping Corporation (SSMC) Survey

Founded in Orlando in 1972, SSMC is an independent, 100% employee-owned geomatics services firm providing professional surveying and mapping, SUE and GIS services serving Florida and the Southeastern United States. SSMC has worked in Volusia County since 1995, providing surveying and mapping services including but not limited to topographic surveys, boundary surveys, stormwater/drainage structure surveys, GIS services, and SUE services.

Recent projects with Singhofen Halff:

- DG 23-18: CR183A over Sandy Creek Bridge
- DG 23-18: Oak Grove Road over Chestnut Creek
- Forest Highway (FH) 356 (Lawhon Mill Road) over Unsigned Stream Bridge Replacement



FIRM AND LOCAL RESOURCES

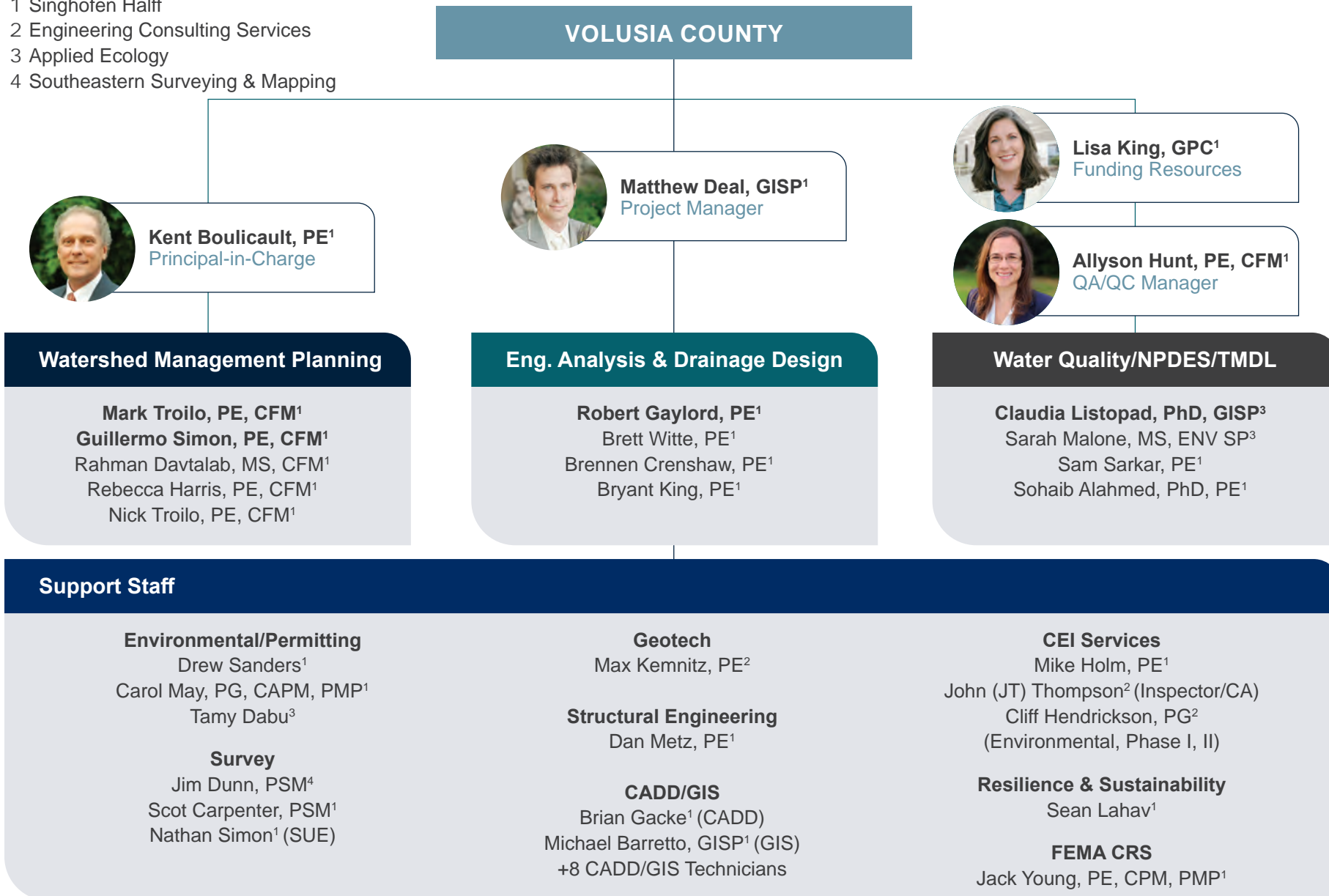
DISCIPLINE	FIRM	FLORIDA TEAM
Administrative	203	27
Architect	4	1
CADD Technician	96	21
Chemical Engineer	12	
Civil Engineer	461	75
Computer Programmer	41	2
Construction Inspector	49	3
Construction Manager	5	2
Cost Engineer/Estimator	2	2
Electrical Engineer	14	
Enviro. Scientist	39	7
Fire Protection Engineer	1	1
Foundation/Geotechnical Engineer	2	2
GIS Specialist	53	4
Geologist	7	
Hydraulic Engineer	1	1
Hydrologist	2	2
Land Surveyor	153	20
Landscape Architect	50	11
Mechanical Engineer	22	2
Planner Urban/Reg.	33	6
Specifications Writer	1	1
Structural Engineer	18	2
Technician/Analyst	87	13
Transportation Engineer	71	8
Value Engineer	1	2
Water Resources Engineer	72	2
TOTAL	1,493	217

Qualifications of the Firm and the Employees that will be Assigned to the County



LEGEND

- 1 Singhofen Halff
- 2 Engineering Consulting Services
- 3 Applied Ecology
- 4 Southeastern Surveying & Mapping




Qualifications of the Firm and the Employees that will be Assigned to the County



LICENSURE & CERTIFICATIONS

SINGHOFEN HALFF



Department of Business
& Professional Regulation

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LICENSEE DETAILS
Licensee Information

Name:	HALFF ASSOCIATES, INC. (Primary Name)
	HALFF (DBA Name)
Main Address:	1201 N BOWSER RD RICHARDSON Texas 75081
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	33380
Status:	Current
Licensure Date:	09/12/2019
Expires:	

5:02:33 PM 1/29/2024




This is to certify that The Board of Directors of the GIS Certification Institute,
Upon the recommendation of the Executive Director, has conferred upon

Matthew Deal
the distinction of
Geographic Information Systems Professional
GISP
Certificate Number 100910
Date of Initial Certification 1/25/2021 Date of Expiration 1/25/2027



Jochen Albrecht
GISCI President


Anthony Spicci, GISP
GISCI Executive Director

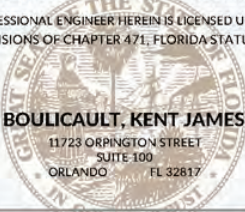


Ron DeSantis, Governor

Melanie S. Griffin, Secretary




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



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Lisa King
Has fulfilled the requirements for education, experience, professional development,
community involvement and demonstrated competency as required by GPCI for recertification.
You are hereby recertified as:
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Recertification Validity Period: 12/1/2023 - 11/30/2026
Certification Number: NV110030

Egenda M. Omolola, GPC
President, GPCI

Qualifications of the Firm and the Employees that will be Assigned to the County



State of Florida Department of State

I certify from the records of this office that HALFF ASSOCIATES, INC. is a Texas corporation authorized to transact business in the State of Florida, qualified on November 6, 2018.

The document number of this corporation is F18000005458.

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

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

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



[Signature]
Secretary of State

Tracking Number: 8380263773CC

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

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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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TROILO, MARK X.
1164 NEEDLEWOOD LOOP
OVIEDO FL 32765

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SIMON, GUILLERMO JOSE
9995 GATE PARKWAY N
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JACKSONVILLE FL 32246

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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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TROILO, NICHOLAS X.
2603 EAST JACKSON STREET
APT. B
ORLANDO FL 32803

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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

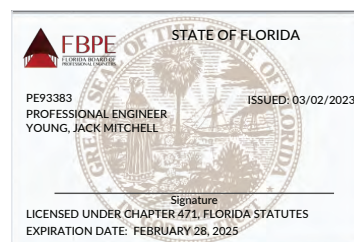
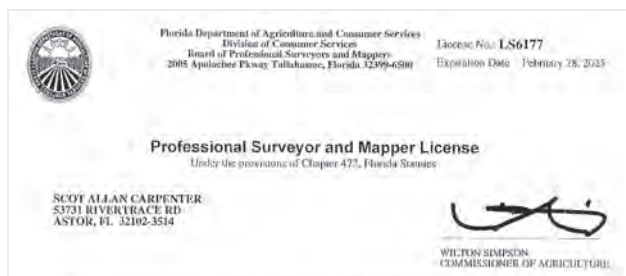
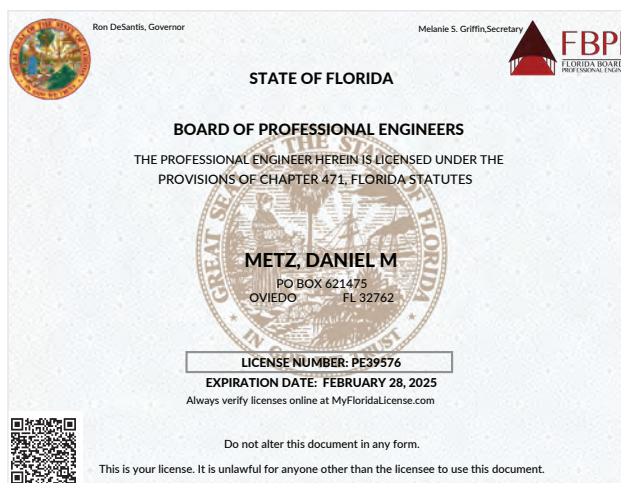
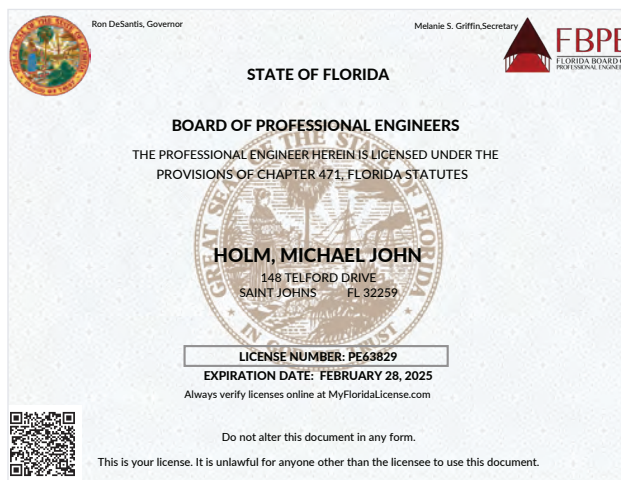
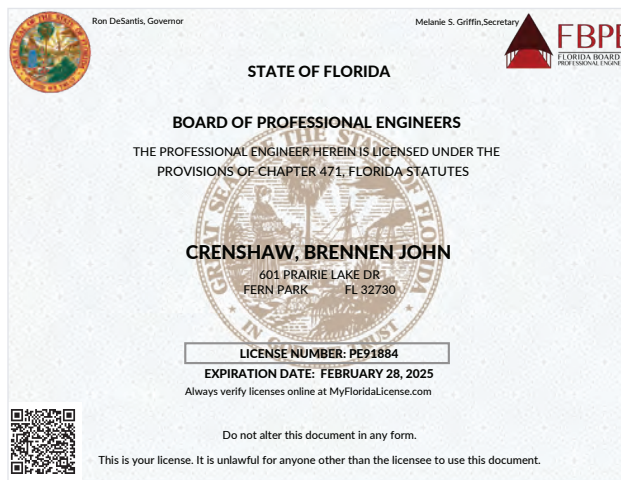
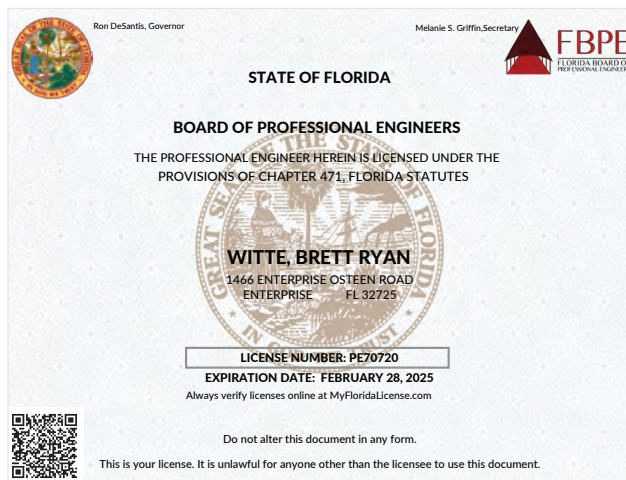
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

GAYLORD, ROBERT B
11723 ORPINGTON STREET, SUITE 100
ORLANDO FL 32817

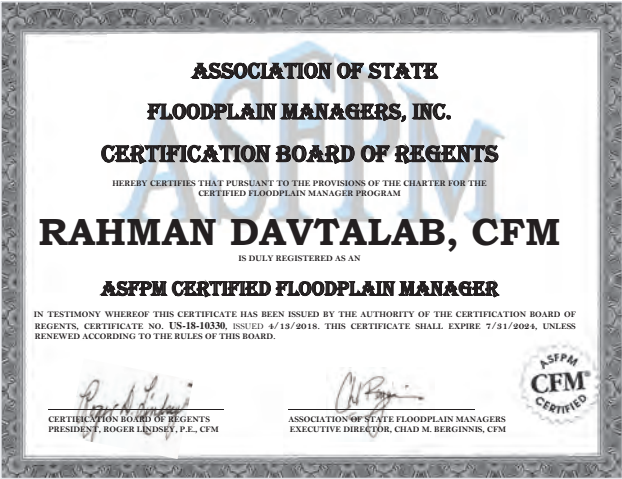
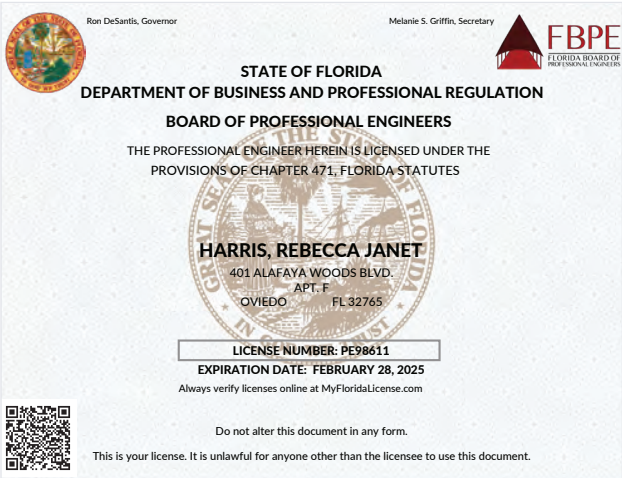
LICENSE NUMBER: PE51373
EXPIRATION DATE: FEBRUARY 28, 2025
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Qualifications of the Firm and the Employees that will be Assigned to the County



Qualifications of the Firm and the Employees that will be Assigned to the County



ENGINEERING CONSULTING SERVICES

State of Florida Department of State

I certify from the records of this office that ECS FLORIDA, LLC is a Virginia limited liability company authorized to transact business in the State of Florida, qualified on August 13, 2004.

The document number of this limited liability company is M04000003289.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on January 15, 2024, and that its status is active.

I further certify that said limited liability company 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 Sixth day of March, 2024*

[Signature]
Secretary of State

Tracking Number: 6803809920CU

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

dbpr DBPR ONLINE SERVICES

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Licensee Details

License Information

Name: ECS FLORIDA, LLC (Primary Name)
34026 THUNDERBOLT PLACE
SUITE 300
CHARLETTY VIRGINIA 20933
OUT OF STATE

Country: OUT OF STATE

License History: 34026 THUNDERBOLT PLACE
SUITE 300
CHARLETTY VA 20933

License Information

License Type: Registry
Name: 26333
Status: 26333
Expiration Date: 03/14/2004

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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

KEMNITZ, MAXIMILIAN
127 BUD HOLLOW DRIVE
PALM COAST FL 32137

LICENSE NUMBER: PE93191
EXPIRATION DATE: FEBRUARY 28, 2025
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Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

MOLD-RELATED SERVICES LICENSING PROGRAM

THE MOLD ASSESSOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

HENDRICKSON, JAMES CLIFFORD
509 FLORIDA STREET
ORLANDO FL 32806

LICENSE NUMBER: MRSA2685
EXPIRATION DATE: JULY 31, 2024
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Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

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

HENDRICKSON, JAMES CLIFFORD
ECS FLORIDA LLC
509 FLORIDA STREET
ORLANDO FL 32806

LICENSE NUMBER: PG2226
EXPIRATION DATE: JULY 31, 2024
Always verify licenses online at MyFloridaLicense.com

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APPLIED ECOLOGY INC.

State of Florida Department of State

I certify from the records of this office that APPLIED ECOLOGY INC. is a corporation organized under the laws of the State of Florida, filed on April 13, 2009, effective April 9, 2009.

The document number of this corporation is P09000032940.

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 15, 2024, and that its status is active.

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

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



[Signature]
Secretary of State

Tracking Number: 3997773043CC

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

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

State of Florida

Woman & Minority Business Certification

Applied Ecology, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
11/07/2023 to 11/07/2025

[Signature]
E. Todd Ison
Florida Department of Management Services

Office of Supplier Diversity
4000 International Way, Suite 200
Tallahassee, FL 32310
850-487-0915
www.dms.myflorida.com/isd

GIS Certification Institute

This is to certify that The Board of Directors of the GIS Certification Institute,
Upon the recommendation of the Executive Director, has conferred upon

Claudia Listopad

the distinction of

Geographic Information Systems Professional

GISP

Certificate Number 91249

Date of Initial Certification 6/25/2015

Date of Expiration 6/25/2026

[Signature]
Jochem Albrecht
GISCI President



[Signature]
Anthony Spick, GISP
GISCI Executive Director

The State of Florida

AND
THE FLORIDA CENTER FOR PUBLIC MANAGEMENT
AT THE FLORIDA STATE UNIVERSITY

HEREBY CONFER UPON

Sarah Malone

THE DESIGNATION OF

Certified Public Manager

WITH ALL THE RIGHTS, PRIVILEGES, AND HONORS THEREUNTO GRANTED BY
THE STATE OF FLORIDA AND
THE NATIONAL CERTIFIED PUBLIC MANAGERS CONSORTIUM.

August 2017



[Signature]
GOVERNOR
[Signature]
DIRECTOR

[Signature]
PRESIDENT
[Signature]
VICE PRESIDENT



Florida UCP DBE Directory

Number of Vendors Returned: 1

Selection Criteria:

Vendor: APPLIED ECOLOGY INC

Vendor Name: APPLIED ECOLOGY INC

DBE Certification: CERTIFIED MBE Certification: CERTIFIED ACDBE Status: N Statewide Availability: Y

DBA:

Former Name:

Business Description: DATA AND DATABASE MANAGEMENT/GIS AND SPATIAL ANALYSES/REMOTE SENSING APPLICATIONS/AND STATISTICAL ANALYSES

Mailing Address: 122 FOURTH AVE STE 104
INDIALANTIC FL 32903

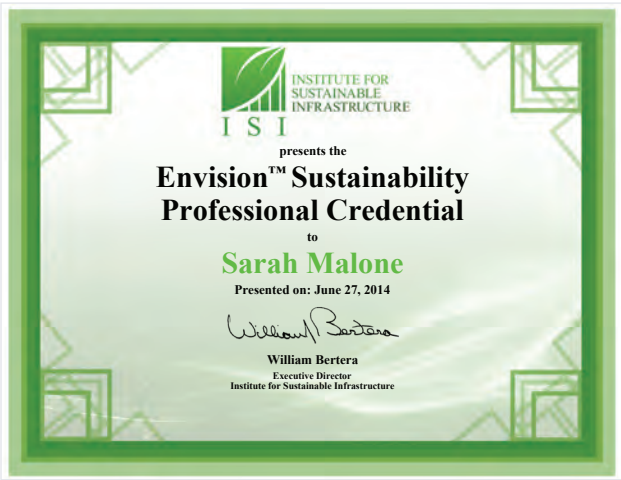
Contact Name: CLAUDIA M LISTOPAD
Email: CLISTOPAD@APPLIEDECOLOGYINC.COM

Phone: (321) 848-1272 Fax: (321) 400-5202
Web Site:

Certified NAICS

541519 Other Computer Related Services
541620 Environmental Consulting Services
541990 All Other Professional, Scientific, and Technical Services

Qualifications of the Firm and the Employees that will be Assigned to the County



SOUTHEASTERN SURVEYING & MAPPING CORPORATION

State of Florida
Department of State



I certify from the records of this office that SOUTHEASTERN SURVEYING AND MAPPING CORPORATION is a corporation organized under the laws of the State of Florida, filed on September 1, 1975.

The document number of this corporation is 483957.

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 15, 2024, and that its status is active.

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

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

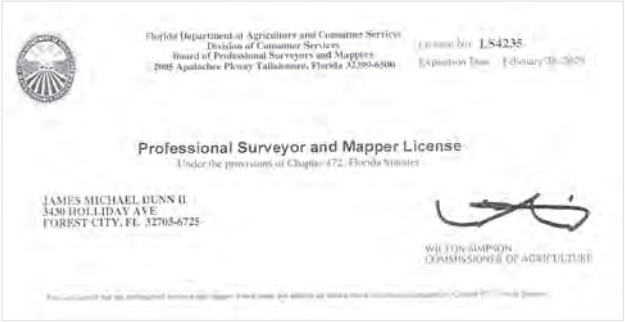
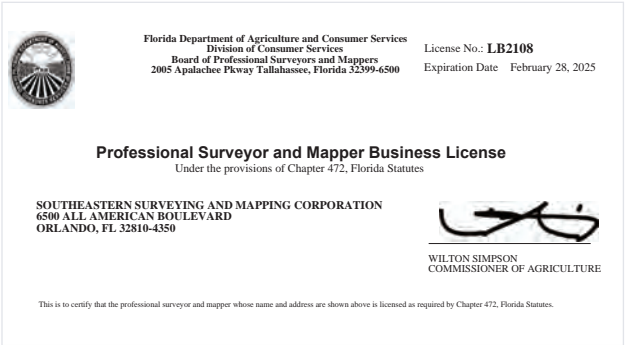


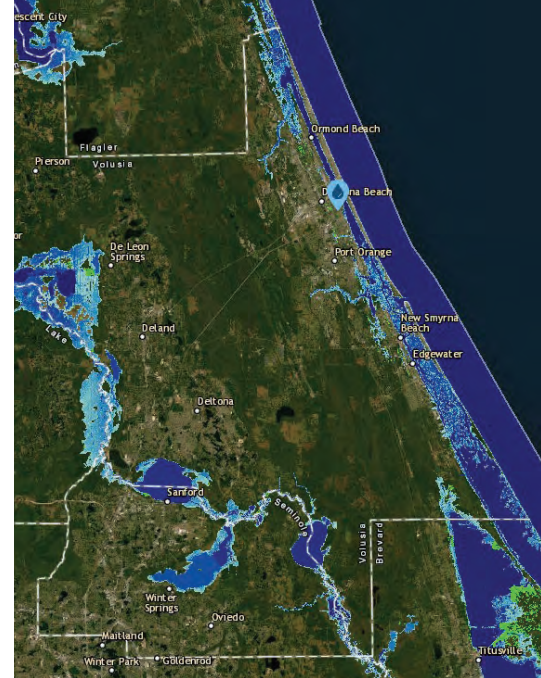
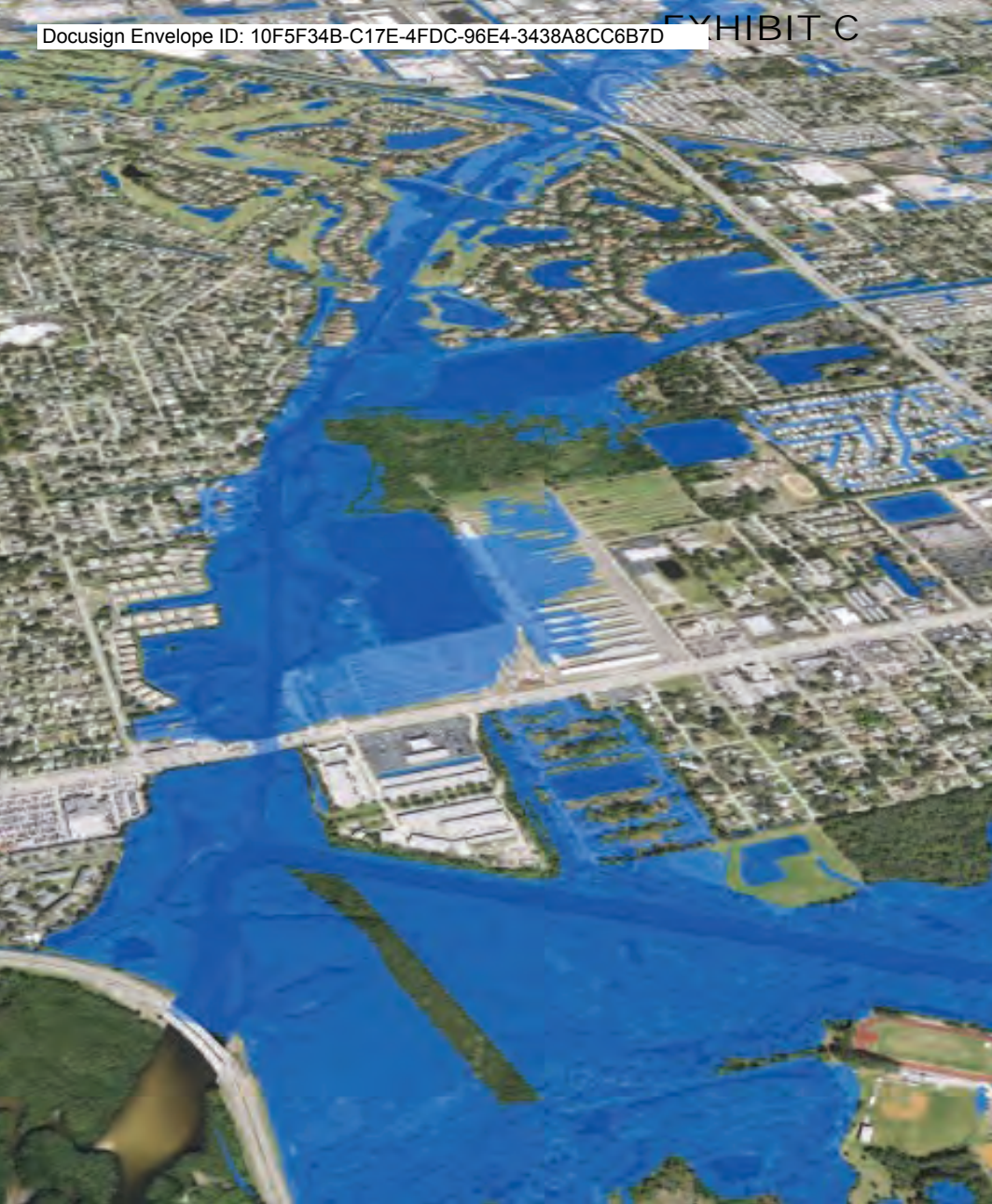
Secretary of State

Tracking Number: 3550362344CC

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





VOLUSIA COUNTY

Statement of Qualifications

RFQ No. 24-SQ-101KW

Professional Stormwater and Environmental Engineering Services

May 9, 2024



May 9, 2024

7.2 FIRM QUALIFICATION DATA

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

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

Dear Mrs. Williams and Members of the Evaluation Committee:

As Volusia County takes significant strides to enhance its Stormwater Management Program, Singhofen Halff is excited to support these efforts by aligning our engineering solutions with the County's current priorities and future plans. We applaud the Volusia County Council for making a strong commitment to improving infrastructure, reducing flood risks, improving water quality issues from runoff, as well as many other notable efforts. Singhofen Halff's approach to stormwater management is designed to deliver both immediate and long-term benefits, verifying that the revenue is effectively utilized to meet the County's objectives. Our team is prepared to assist in furthering the County's Watershed Management Program and implementing proactive capital improvement plans that will enhance water quality and level of service and prepare the stormwater system to meet future demands.

Singhofen Halff has long-established roots within and around the County, having collaborated extensively with multiple cities, including the cities of Daytona Beach, Deltona, Edgewater, New Smyrna Beach, Palm Coast, and several others. Our deep understanding of the local environmental and regulatory landscape, combined with our track record of successful project deliveries, showcases our commitment to the County's objectives.

Local Presence: Our local presence not only enhances our responsiveness but also signifies our long-term commitment to the communities we serve. It allows us to offer immediate, on-the-ground support and leverage local knowledge and resources to confirm the success of each project. Key members of our project team live within or are a short drive from the County. We recognize the critical importance of maintaining existing stormwater infrastructure to extend its service life and enhance performance. Our local presence enables us to provide ongoing support for Volusia County's Drainage Task Team through regular assessments, maintenance planning, and the execution of capital improvement projects aimed at reducing erosion, sedimentation, flooding, and nutrients. This commitment makes sure that the stormwater systems not only meet current needs but are also scalable for future expansions.

Strong Depth of Knowledge and Bench-Strength: Our tailored approach is designed to address the broad scope of services required by the County, including the implementation of the National Pollutant Discharge Elimination System (NPDES), development of Total Maximum Daily Load (TMDL) assessments, comprehensive watershed management planning, and the engineering and permitting of critical capital improvement projects. Singhofen Halff is keenly aware of the challenges posed by stormwater runoff and sea level rise in Volusia County significantly impacting both local water quality and flood risk management.

TMDL and NPDES Specialists: Our team is comprised of engineers and scientists with a high level of expertise in addressing pollutant concerns to protect Florida's waters. In addition to our own staff, we have teamed with Applied Ecology (AEI), an expert in water quality modeling, TMDLs, BMAPs, BMP development, statistical analyses, and performance monitoring. AEI has a long history working with Florida municipalities and the FDEP to evaluate and implement TMDLs and BMAPs in both inland and coastal waterbodies, including the Indian River Lagoon, and will be a valuable resource to the County as they continue to make strides in meeting TMDL and BMAP goals.

HALFF

11723 ORPINGTON STREET
ORLANDO, FLORIDA 32817

TEL 407.679.3001
WWW.HALFF.COM

Volusia County | RFQ No. 24-SQ-101KW

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Watershed Management Program Assistance: We have decades of experience assisting local governments in the development and advancement of their stormwater management programs. This has included adoption of advanced GIS data structures, model maintenance programs, strategic planning and prioritization of model updates and CIP projects, development of standards for modeling, GIS, survey, level of service, and damage estimation. **Singhofen Halff has the depth of resources to assist the County in its goal of creating up-to-date Stormwater Management Master Plans for all 16 watersheds within the County.**

Award-Winning Designs: Our team's local expertise and technological capabilities allow us to design solutions that are tailored to manage and mitigate flooding, erosion, and water quality concerns effectively. We have designed numerous award-winning projects and have the proven experience and understanding of what makes a successful project for both residents and stakeholders. By integrating advanced hydrodynamic modeling and water quality statistical analysis, we aim to enhance the County's capacity to manage stormwater runoff more efficiently and sustainably.

Grant Funding Assistance: Although the County has made a commitment to stormwater management as evidenced by the recent increase in County stormwater fees, the program is facing a forecasted funding deficit in the coming years, as implementation costs continue to rise. Singhofen Halff has staff dedicated to grant funding assistance, with extensive experience helping Florida municipalities obtain funding from a variety of state and federal resources, including resiliency planning and implementation grants, FEMA hazard mitigation grants, and water quality improvement grants.

With our proven track record in managing complex stormwater issues and our strategic presence within the County, we are ideally positioned to enhance the effectiveness and efficiency of Volusia's stormwater initiatives, ensuring sustainable environmental outcomes and improved service levels for all county residents. We are committed to working closely with County staff under this contract. We have successfully maintained client relationships for over 30 years by being responsive, communicating often, meeting our commitments, and producing work we are proud of. We look forward to discussing our proposal in further detail and collaborating with Volusia County to achieve your goals.

Sincerely,
Singhofen Halff



Kent Boulicault, PE | Principal-in-Charge

Singhofen Halff Facts



30

Master Drainage Plans
Delivered **Within The**
Last 5 Years



MODELING SOFTWARE
CAPABILITIES

HEC-HMS
HEC-RAS
HEC-WAT
HEC-MetVue
Riverware
Infoworks ICM
XPSWMM

ICPR/StormWise
StormCAD
CivilStorm
ADCIRC
WHAFIS
SWAN
MIKE 21

40

Successful Loss Estimations
Using HAZUS & Site Specific
Methods **Within The Last 5 Years**

LOST ESTIMATION
SOFTWARE CAPABILITIES

HAZUS
FEMA BCA

USACE FDA
HEC-FIA



60
&
2000

TRAINING SEMINARS
PERFORMED
NATIONWIDE



TRAINED Floodplain
Managers and Modeling
PROFESSIONALS

We **Developed** and
Updated More Than
100 Hazard
Mitigation Plans for
Local Communities

We **Delivered** More
Than **250 Master**
Drainage Plans
Throughout Our
History

★★★★★



Firm Profile

A Brief History of the Business

Singhofen Halff, a merger of Singhofen & Associates, Inc. (SAI) and Halff, brings a legacy of excellence and a future of innovation to stormwater management in Volusia County. Combining over three decades of specialized stormwater management experience from SAI with Halff’s comprehensive engineering capabilities, Singhofen Halff is positioned to deliver unprecedented service and solutions to public sector clients across Florida and beyond.

As Volusia County seeks to address its critical stormwater challenges, Singhofen Halff is uniquely positioned to offer a wide range of essential services. Our expertise encompasses the development of watershed master plans and retrofit projects to combat flooding, erosion, and water quality issues, as well as advanced stormwater conveyance systems, regulatory compliance, and cutting-edge water quality modeling.

The integration leverages SAI’s renowned capabilities, established in 1983, with a focused commitment to personalized and innovative stormwater solutions. SAI’s founding visionary, Pete Singhofen, creator of the ICPR stormwater modeling program, has set a high standard that has guided them for over 25 years.

Halff was founded in 1950 by Albert H. Halff, PhD, PE. Today, Halff preserves Dr. Halff’s legacy of integrity, dedication to client service, and commitment to quality. We are a progressive firm committed to providing value with creative solutions to planning and design challenges. As one of the nation’s leading planning, engineering, and consulting firms, Halff offers the knowledge of more than 215 employees in our Florida offices and 1,500 professionals nationwide who can provide technical experience to Volusia County.

State of Organization or Incorporation

Singhofen Halff is a Texas corporation authorized to transact business in the State of Florida, qualified on November 6, 2018.

A Florida Department of State, Division of Corporations’ Sunbiz Report

Singhofen Halff’s Sunbiz report is included on page 06.

Ownership Interests

Singhofen Halff is a Corporation and employee-owned.

Active Business Venues

See map below for current Singhofen Halff offices.



Present Status and Projected Direction of Business

The present status of our business shows a strong market position and financial health, with projected directions aiming at strategic growth through technological innovation, market expansion, and enhanced operational efficiencies.

The Overall Qualifications of the Business to Provide the Services Requested

Singhofen halff processes comprehensive qualifications, including industry expertise, technological capabilities, and a proven track record of delivering high-quality services. Please reference our **Experience and Qualifications of the firm and the employees that will be assigned to the County** sections for additional information.

Litigation

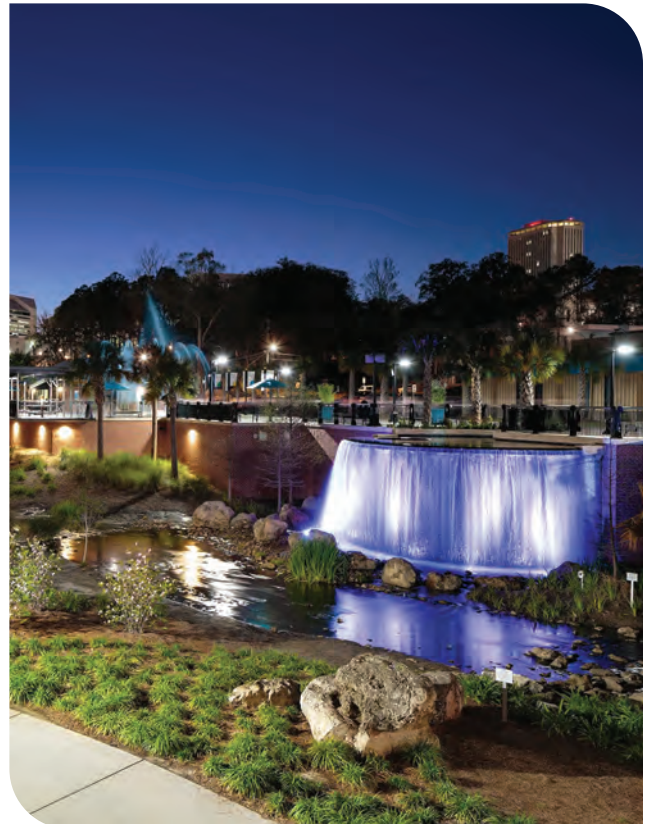
Singhofen Halff employs more than 1,500 people in 33 office locations (Texas, Florida, Oklahoma, Arkansas, and Louisiana) and is engaged in roughly 4,900 active projects at any given time. Accordingly, on rare occasions, Singhofen Halff finds itself as a named defendant in a lawsuit or as a participant in other dispute resolution proceedings related to professional services and/or business in general. Singhofen Halff is a privately-held corporation and statements regarding litigation and claims, on the advice of Singhofen Halff's legal counsel and insurance carriers, must remain confidential. Further, it is important to note that confidentiality requirements are often specifically addressed in settlement release documents or employee-employer privacy restrictions.

Due to these circumstances Singhofen Halff can only release this confidential information under specific request and with the understanding that any such information is and shall remain privileged and confidential and with the further understanding that any such disclosure by Singhofen Halff could only be provided if such confidentiality were strenuously protected by both the Volusia County (County) and Singhofen Halff.

Further, as this information would provide Singhofen Halff's competitors with information that would not normally be shared, and such disclosure would create

a competitive advantage for such competitors, in order to provide any such information Singhofen Halff and the County would first have to enter an agreement whereby any and all relevant protections (exclusions) under applicable Open Records Laws and The Freedom of Information Act (FOIA) would be applied and enforceable.

Singhofen Halff has no lawsuits with a governmental agency or that would affect Singhofen Halff's performance of services to be rendered herein, in which the Proposer, any of its partners, employees or subcontractors is or has been involved with the last three years. Singhofen Halff has never been adverse to the County in any legal matters. Singhofen Halff and its legal counsel will consider requests for specific information regarding litigation, therefore please direct any such questions through our General Counsel, Mrs. Jill Martin, at jmartin@halff.com or 214-346-6365.



State of Florida

Department of State


I certify from the records of this office that HALFF ASSOCIATES, INC. is a Texas corporation authorized to transact business in the State of Florida, qualified on November 6, 2018.

The document number of this corporation is F18000005458.

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

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

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


Secretary of State

Tracking Number: 8380263773CC

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



2024 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F18000005458

Entity Name: HALFF ASSOCIATES, INC.

Current Principal Place of Business:

1201 N. BOWSER RD.
RICHARDSON, TX 75081

Current Mailing Address:

1201 N. BOWSER RD.
RICHARDSON, TX 75081 US

FEI Number: 75-1308699

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

INCorp SERVICES, INC.
3458 LAKESHORE DRIVE
TALLAHASSEE, FL 32312 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 CHAIRMAN, SENIOR VICE PRESIDENT
Name MOYA, MIKE
Address 13620 BRIARWICK DRIVE
SUITE 100
City-State-Zip: AUSTIN TX 78729

Title SENIOR VICE PRESIDENT, DIRECTOR
Name MURRAY, MENTON
Address 5000 W. MILITARY, SUITE 100
City-State-Zip: MCALLEN TX 78503

Title EXECUTIVE VICE PRESIDENT,
DIRECTOR
Name KILLEN, RUSSELL
Address 1201 N. BOWSER RD.
City-State-Zip: RICHARDSON TX 75081

Title PRESIDENT
Name BAKER DAILY, JESSICA
Address 1201 N. BOWSER RD.
City-State-Zip: RICHARDSON TX 75081

Title SENIOR VICE PRESIDENT, DIRECTOR
Name TANKSLEY, DAN
Address 1201 N. BOWSER RD.
City-State-Zip: RICHARDSON TX 75081

Title COO
Name JACKSON, TODD
Address 13620 BRIARWICK DRIVE
SUITE 100
City-State-Zip: AUSTIN TX 78729

Title CSO
Name MILLER, STEVEN
Address 13620 BRIARWICK DRIVE
SUITE 100
City-State-Zip: AUSTIN TX 78729

Title CPO
Name PYLANT, BEN
Address 1201 N. BOWSER RD.
City-State-Zip: RICHARDSON TX 75081

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: DAN TANKSLEY

DIRECTOR

02/07/2024

Electronic Signature of Signing Officer/Director Detail

Date

Firm Qualification Data



Officer/Director Detail Continued :

Title SENIOR VICE PRESIDENT, DIRECTOR
Name ICKERT, ANDREW
Address 2601 MEACHAM BLVD
SUITE 600
City-State-Zip: FORT WORTH TX 76137

Title SENIOR VICE PRESIDENT, DIRECTOR
Name FRENCH, SHERRI MARIE
Address 1201 N. BOWSER RD.
City-State-Zip: RICHARDSON TX 75081

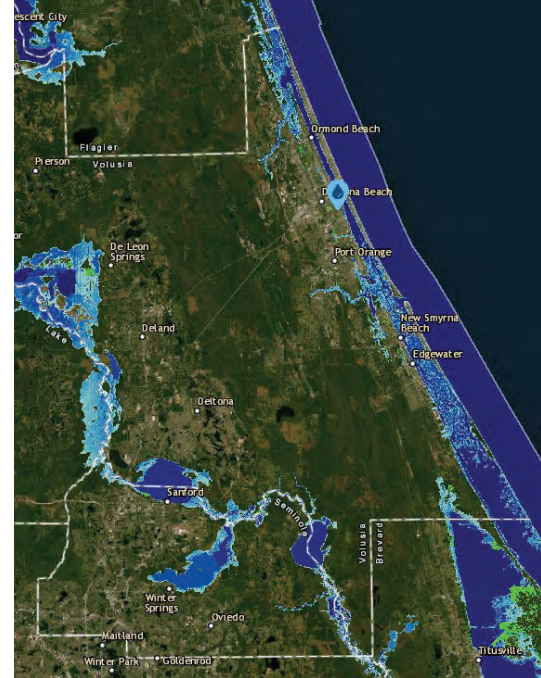
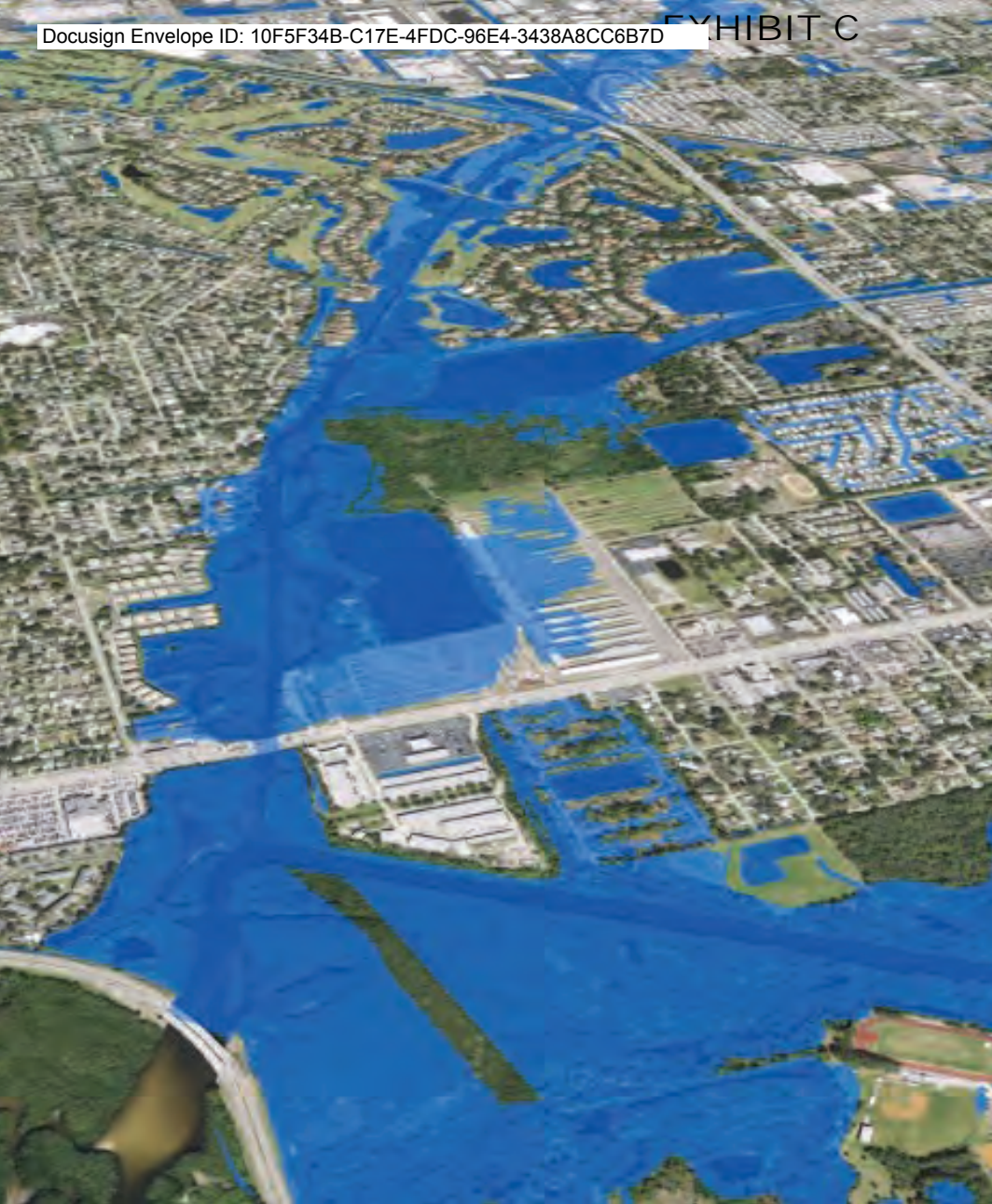
Title SENIOR VICE PRESIDENT, DIRECTOR
Name DELGADO, JOSE
Address 5000 W MILITARY
SUITE 100
City-State-Zip: MCALLEN TX 78503

Title VP, SECRETARY
Name MARTIN, JILL
Address 1201 N. BOWSER RD.
City-State-Zip: RICHARDSON TX 75081

Title CFO
Name SAGEL, JOSEPH
Address 1201 N. BOWSER RD.
City-State-Zip: RICHARDSON TX 75081

Title SENIOR VICE PRESIDENT, DIRECTOR
Name BERTRAM, SHAWN
Address 13620 BRIARWICK DRIVE
SUITE 100
City-State-Zip: AUSTIN TX 78729

Title SENIOR VICE PRESIDENT, DIRECTOR
Name HOLLIS, LEIGH
Address 1201 N. BOWSER RD.
City-State-Zip: RICHARDSON TX 75081



VOLUSIA COUNTY

Statement of Qualifications

RFQ No. 24-SQ-101KW

Professional Stormwater and Environmental Engineering Services

May 9, 2024

Experience



STORMWATER MANAGEMENT PROGRAMS

Over the past 30 years, Singhofen Halff has intentionally maintained a relatively narrow focus, electing to concentrate on the most challenging

surface water management projects for the public and private sectors. These projects have quite often involved multiple governmental jurisdictions, various stakeholders (sometimes with competing interests), and numerous regulatory agencies. We routinely develop complex models for watershed studies, flood and water quality mitigation evaluations, and environmental restoration.

Watershed Modeling: Watershed modeling is at the core of many Singhofen Halff projects. Our staff use the most progressive modeling tools available (ICPR4/StormWise, XPSWMM, HEC, etc.) to assist our clients in evaluating and mitigating flood risks. Our models have ranged from small area studies to large watershed models covering 1,800 mi².

Stormwater master planning efforts are characterized by focused data collection, fully electronic source data, thoroughly discretized models, calibration and verification, accompanying GIS data structure for model data, and evaluation of current flooding and water quality concerns, along with conceptual design solution development, evaluation, and prioritization.

We have completed watershed modeling and master plans for numerous Florida municipalities, including nearby City of Palm Coast and Orange County, and have recently kicked off Master Plan efforts for the City of New Smyrna Beach. The end product is a robust tool for assessing flood risks and for use in capital improvement planning and decision making. The stormwater modeling experience we bring at Singhofen Halff will be advantageous as Volusia County works towards the goal of having complete and up-to-date watershed models and master plans for all 16 watersheds.

CIP Design and Implementation: Singhofen Halff's unique background in surface water modeling, coupled with extensive practical experience in designing and constructing retrofit projects, facilitates the development of innovative and technically sound solutions to a variety of water resources challenges. These projects typically involve analyzing an existing system, recommending alternative solutions to the problems, final design, preparing construction documents, obtaining permits for the project, and providing construction administration services. We have designed and prepared construction plans for hundreds of projects ranging from localized flooding problems and emergency erosion control to regional surface water facilities that address flooding, water quality improvement, and/or water use. Many designs involve retrofits to correct failing systems or to provide additional relief or treatment for an area, often involving limited ROW and other property constraints.

Although flooding has typically been the primary driver for the majority of retrofit projects over the years, the implementation of TMDL legislation and numeric nutrient criteria has resulted in an increased focus on water quality projects. In these cases, Singhofen Halff utilizes pollutant modeling programs such as BMPTrains along with the most up-to-date GIS tools and methods to estimate pollutant loads and advanced approaches to estimate the effectiveness of pollutant removal for various in-line and off-line scenarios.

CEI services are provided and can range from limited support (bidding support, shop drawing review, responding to contractor RFIs, etc.) to full-time construction inspections, reviewing contractor requests for payment, material testing, and more.

Model and Land Development Reviews: As a result of our extensive modeling experience, we are often asked to conduct peer reviews of studies, models, or drainage system designs that have been developed by others, as well as detailed permit application reviews for proposed development. This includes conducting peer review of watershed models prepared by others for Orange County, Pinellas County, and SWFWMD, land development reviews for Brevard County, City of Ocoee, and Town Center at Palm Coast, and model reviews for FEMA map change applications.

Experience



STATE (WATER MANAGEMENT DISTRICT, DEP) AND FEDERAL (EPA, ARMY CORPS. PERMITTING/ REGULATORY PROGRAMS

At Singhofen Halff, we understand that the success of stormwater and environmental engineering projects depends not only on technical excellence but also on thorough compliance with regulatory requirements. Our experience extends deeply into managing and navigating the intricacies of state and federal permitting and regulatory frameworks, ensuring that our projects not only meet but often exceed the expected standards.

State-Level Expertise: Our team has extensive experience working with Water Management Districts and the Department of Environmental Protection (DEP) across various states. We are well-versed in the specific requirements and nuances of state-level permitting processes, which enables us to efficiently secure necessary approvals for our projects. Our proactive approach involves regular engagement with state regulators to verify that all environmental impacts are thoughtfully assessed and mitigated. This engagement includes adherence to the rigorous standards set forth for water quality, confirming that our designs contribute positively to the ecosystems they interact with.

Federal Regulatory Knowledge: On the federal level, Singhofen Halff has a proven track record of successful collaboration with the Environmental Protection Agency (EPA) and the U.S. Army Corps of Engineers. We have expertise in navigating the complexities of the Clean Water Act (CWA), particularly in areas concerning the National Pollutant Discharge Elimination System (NPDES) permits and Section 404 permits. Our team confirms comprehensive compliance with these regulations through meticulous planning and execution of project designs that meet critical federal criteria for environmental protection and sustainability.

Our integrated approach to compliance and innovation in project planning and execution has consistently resulted in the timely and cost-effective completion of projects. By anticipating potential regulatory hurdles and engaging with permitting authorities early in the project lifecycle, we mitigate risks and streamline processes. This approach not only facilitates smoother

project delivery but also solidifies our reputation as reliable and forward-thinking environmental stewards.



Singhofen Halff secured \$1.3M in grant funding for Crane Strand RSF



APPLYING FOR, AND ADMINISTERING, STATE (WATER MANAGEMENT DISTRICT, DEP) AND FEDERAL (EPA, ARMY CORPS.) GRANT FUNDING

AS IT RELATES TO WATER QUALITY PROJECTS AND FLOOD MITIGATION

At Singhofen Halff, we recognize the crucial role of securing and managing grant funding in the successful implementation of water quality and flood mitigation projects. Our extensive experience with both state and federal grant programs has equipped us with the knowledge and skills necessary to navigate the complex landscape of funding opportunities, ensuring that our projects not only achieve technical and environmental goals but are also financially sustainable.

State-Level Grant Expertise: Our team has a robust track record of successfully applying for and administering grants from Water Management Districts and the Department of Environmental Protection (DEP). We are adept at aligning project objectives with the specific grant criteria and strategic priorities of these state agencies. This alignment maximizes funding opportunities and enhances project feasibility and impact. By maintaining strong relationships with state agencies, we verify that we stay informed about upcoming grant opportunities and evolving regulatory requirements, which allows us to prepare compelling grant applications that effectively communicate the value and necessity of our projects.

Federal-Level Grant Expertise: On the federal level, Singhofen Halff has successfully secured and managed grants from the Environmental Protection Agency (EPA) and the U.S. Army Corps of Engineers. Our projects often involve components that qualify for federal funding, such as initiatives aimed at improving water quality or reducing flood risks. We navigate the complexities of federal grant applications, including compliance with the National Environmental Policy Act (NEPA), to secure funding that supports large-scale infrastructure projects. Our meticulous management makes certain that grant-funded projects adhere to federal standards and achieve intended environmental and community benefits.

Our approach to grant funding extends beyond application submission. We provide comprehensive grant management services, ensuring that funds are utilized effectively and that all reporting requirements are met. This includes regular communication with funding agencies, detailed project tracking, and transparent financial reporting. Our proactive management helps prevent administrative challenges and confirms that projects progress smoothly from conception through completion.

Each year, our staff conducts hazard mitigation grant application reviews (HMGP, BRIC) as part of the FEMA Hazard Mitigation Technical Assistance Program, which provides a unique understanding of how to prepare a successful hazard mitigation grant application.

We have conducted benefit-cost analyses (BCA) on numerous projects to help clients obtain federal grant funding. Our team understands the inner workings of the BCA methodology in order to establish a defensible benefit-cost ratio (BCR).



**WATER QUALITY PROJECTS
RELATED TO NUTRIENT
REDUCTION**

We are deeply committed to enhancing water quality through targeted nutrient reduction projects.

Our approach combines innovative engineering solutions with comprehensive environmental management practices to effectively address nutrient pollution in water bodies. Our water quality projects are specifically designed to reduce the levels of key

nutrients, such as nitrogen and phosphorus, which are often the primary contributors to eutrophication in lakes, rivers, and estuaries. By implementing advanced treatment technologies and natural system enhancements, we design solutions that not only meet but exceed regulatory requirements for nutrient reduction. Our designs often include constructed wetlands, riparian buffer zones, and advanced biological treatment systems that naturally remove nutrients from water before it returns to the ecosystem.

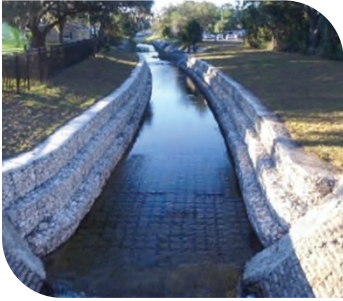
To confirm the success of our nutrient reduction projects, we implement rigorous monitoring programs that track water quality improvements over time. This data-driven approach allows us to adapt our strategies based on real-world outcomes, ensuring that each project achieves its intended impact on water quality. We utilize the latest in remote sensing technology and GIS mapping to monitor project sites comprehensively, providing us with timely and accurate data to guide adaptive management decisions.

In addition to our own staff, we have teamed with **Applied Ecology** to help lead the TMDL and nutrient reduction efforts for this contract. Applied Ecology brings extensive water quality experience along Florida's east coast, including development of the SWIL Model, a geospatial tool used to evaluate pollutant loads and removal efficiencies for the Indian River Lagoon.

They have provided TMDL and Water Quality Monitoring Program support for SJRWMD, Brevard County, Orange County, City of Orlando, City of Cape Canaveral, and more. Their local knowledge of the water quality issues facing Volusia County's waterways will be instrumental to successful implementation of the County's TMDL program and nutrient reduction projects.



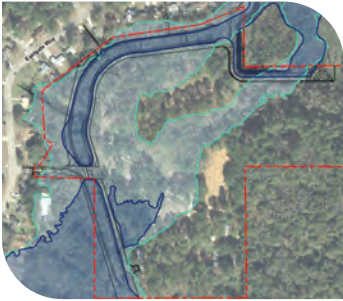
CLIENT REFERENCES



ORANGE COUNTY

Michael Drozeck, PE, CFM

4200 S. John Young Parkway
Orlando, FL 32839
407.836.7900 | michael.drozeck@ocfl.net
Continuing Engineering Services
Completed: Ongoing since 1986



CITY OF TALLAHASSEE

Jason Smith, PE

300 South Adams Street
Tallahassee, FL 32301
850.891.6860 | jason.smith@talgov.com
Continuing Engineering Services
Completed: Ongoing since 1993



PASCO COUNTY

David Sua

4454 Grand Boulevard
New Port Richey, FL 34652
727.834.3611 | dsua@pascocountyfl.net
Continuing Engineering Services
Completed: Ongoing since 2013

[Singhofen & Associates, Inc.] “SAI has set a very high standard for other Engineering Firms to follow. They have extensive drainage and stormwater modeling design experience, and they possess a highly qualified and committed staff with local project area experience. They always look for opportunities to improve a given scope of service and they always provided project designs ahead of schedule.”

Juan E. Bostwick, PE, City of Palm Coast (former City Engineer)

Continuing Engineering Services

Orange County Public Works Department | Orange County, FL



Singhofen Halff has maintained a Continuous Professional Stormwater Management Engineering Services contract with Orange County's Public Works Department since 1986. Over 37 years, we have become a trusted consultant for the county, managing a variety of projects from GIS infrastructure assessments and feasibility studies to full drainage retrofit design and construction.

Hydraulic System Modeling and Standards Development: Assessed the county's 10 major watershed H&H models, developed long-term model updating strategies, established county standards for H&H modeling and GIS, and demonstrated these approaches through a pilot study. Currently, we are updating models for four major watersheds and conducting peer reviews for two others.

Small Area Studies and Drainage Design: Completed over 100 small area studies addressing flooding, water quality, and erosion issues. These typically begin with existing conditions H&H modeling and end with the final design and construction documentation. Notable projects include:

- **Avenue C Canal Flood Mitigation:** Developed a design to divert flow and provide treatment, improving conveyance and upgrading portions of the canal, with ongoing construction support.
- **Little Wekiva River Erosion Control:** Implemented a gabion system to control erosion, including design and construction administration completed in 2021.

Bridge Inspections and Repairs: Conducted assessments and repairs for pedestrian and roadway bridges, including the Cady Way & West Orange Trail Pedestrian Bridges. Tasks involved visual inspections, geotechnical analyses, and addressing structural and erosion issues.

GIS Services: Delivered numerous GIS projects using both standard and custom tools, such as creating Lake Informational Sheets for nearly 400 lakes and MSBU Pond Summary Reports.

Size: 740 Square Miles

Completed: Ongoing (since 1986)

Cost: Various

Role: Prime

Scope: Stormwater modeling, H&H modeling, watershed master plan modeling, GIS analysis of lidar, development of GIS-based tools, design development, peer review and permitting

Reference

Michael Drozeck, PE, CFM
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407.836.7900
michael.drozeck@ocfl.net

“Singhofen & Associates has worked for the County for (37) years and they continue to perform at the highest level. We expect that Singhofen will be an asset to any agency or community that works with them and we highly recommend their services.”

- Daniel Negron, PE, CFM
Chief Engineer | Orange County

Stormwater Management Master Plan

City of Palm Coast | Palm Coast, FL



The City of Palm Coast, a coastal community, manages its drainage through a complex network comprising 1,000 miles of swale, 150 miles of drainage ditches, 54 miles of freshwater canals, 26 miles of saltwater canals, and 19 major control structures. The main goals of this project were to develop a city-wide hydrologic & hydraulic model, evaluate service levels, design capital improvements, and create a comprehensive stormwater management master plan.

The project unfolded in phases, prioritized based on specific areas' needs and funding availability. City staff developed a stormwater infrastructure database, while Singhoffen Halff crafted the Stormwater Management Master Plan (SWMMP), which included detailed stormwater modeling using ICPR. The model and database were designed to support various city functions such as development review, floodplain management, stormwater retrofit design, maintenance, and the development of capital improvement projects aimed at mitigating flooding and enhancing water quality.

To date, six sections of the city covering approximately 66 square miles, with about 31 square miles detailed extensively, have been modeled. The phased approach began with a pilot study in two sections to refine GIS data models and operational procedures. Subsequent phases added more sections, with the latest updates completed in 2014 and 2017. Each phase involved creating a detailed H&H model using ICPR and utilizing GIS-based tools to enhance model parameterization and confirm reproducibility.

The first three phases each resulted in the development of stormwater capital improvements and associated cost estimates. After developing the existing conditions model, we helped implement four flood mitigation designs from Phase 1. The team also managed the final modeling, design, and permitting stages, with the City preparing and peer-reviewing the construction plans. All planned designs have been successfully constructed.

Size: 66 Square Miles

Completed: 2017

Cost: \$312,000 (fees)

Role: Prime

Scope: Stormwater modeling, H&H modeling, watershed master plan modeling, GIS analysis of lidar, development of GIS-based tools, design development, peer review and permitting

Reference

Juan Bostwick, PE
407.639.8644

*Note: Mr. Bostwick was PM for this project but is no longer at the City. He can be reached at the contact information provided above.

Indian River Lagoon SWIL Model Development and TMDL Refinement

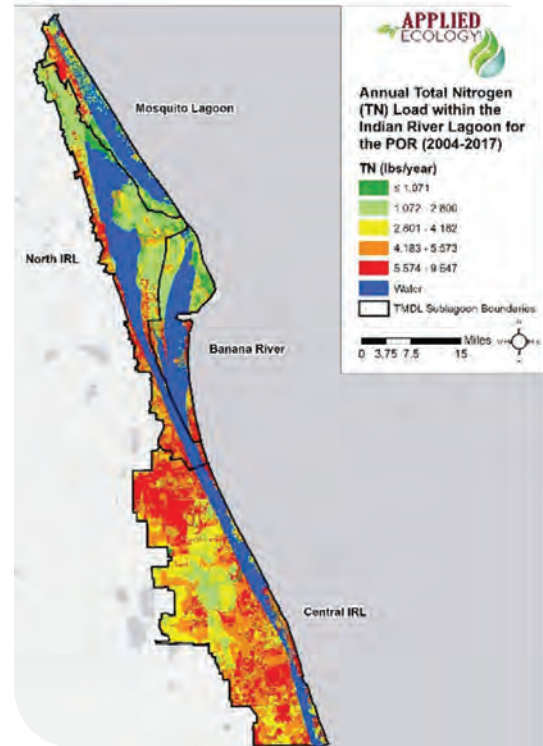
Brevard County Natural Resources | Brevard County, FL



In 2008, FDEP issued TMDLs for the Indian River Lagoon (IRL) and Banana River Lagoon (BRL), requiring reductions of TN and TP in stormwater runoff by 35% to 75% across the lagoon. The TMDL was established on the basis of a relationship between nutrient loading and segment-specific target seagrass depth limits. Nutrient loading estimates were calculated using the PLSM Model developed by SJRWMD for the year 2000 and the TMDL defined nutrient loading reductions needed to achieve the seagrass depth limit targets. Since the TMDL was established, additional data has been collected that allowed this study to revisit the TMDL and address pertinent questions that have arisen regarding the pollutant loading and seagrass relationships (e.g. salinity, Chlorophyll A levels, residence time, and the influence of macroalgae on seagrass growth). The Advancing Restoration in the Indian River Lagoon working group, comprised of 31 entities in the IRL basin, funded a study to analyze the health of the IRL ecosystem and the accuracy of SJRWMD's PLSM model. As a critical part of this study, Applied Ecology, Inc. led the development of an advanced pollutant loading model utilizing current databases for rainfall, land uses, BMP treatment, and EMCs.

A customized GIS model, called SWIL (Spatial Watershed Iterative Loading), created a spatially varied, continuous monthly simulation of runoff over a 16-year period that provided a more spatially and temporally accurate representation of pollutant loadings and freshwater volumes in the IRL. Over time, additional versions of the model were developed, addressing FDEP comments and improving monthly calibration and overall performance. The model output has been used for re-analysis of seagrass impairments in the IRL, defining a new IRL TMDL, and has been adopted by the FDEP for future BMAP applications, including allocations. Based on the watershed loading model, Applied Ecology also developed a custom outfall prioritization tool that yields both tabular and graphical loading results for all drainage outfall areas in Brevard County, allowing the prioritization of retrofit treatment projects countywide. This same model has provided the basis for the comparison of capital projects in Brevard County's Save Our Lagoon Project Plan.

As part of follow-on efforts for FDEP, Applied Ecology is currently conducting updates to the SWIL model, including full model revision, refinement, and subsequent calibration.



Size: 1200 Square Miles

Completed: 2017/2024 (Ongoing)

Cost: \$243,000 (fee- multiple task orders)

Role: Sub

Scope: Pollutant load model development, water quality statistical analysis, TMDL program assistance (evaluation and review of estuarine NNCs and TMDLs), development for BMAP update, custom programming, stakeholder engagement, agency coordination

Reference

Virginia Barker
2725 Judge Fran Jamieson Way
Melbourne, FL 32940
Virginia.Barker@brevardfl.gov
321.633.2016

Midway Regional Stormwater Facility

Seminole County Public Works Department | Seminole County, FL



Singhoben Halff designed a regional stormwater facility (RSF) on two land parcels in the Midway Basin, previously utilized by the University of Florida Institute of Food and Agriculture Sciences (IFAS). This comprehensive project included conducting a master drainage study, report preparation, coordination with the Florida Department of Environmental Protection's (FDEP) remediation consultant to address soil contamination, and the design of cascading stormwater ponds covering 22 acres. Additionally, pollutant load calculations were performed for 12 parameters to address flooding concerns identified along Celery Avenue and nutrient issues in Lake Monroe, which has established Total Maximum Daily Loads (TMDLs) for nutrients and dissolved oxygen.

The project site, formerly used for agricultural chemical R&D, had varied ground elevations ranging from 26 feet to 6 feet, necessitating the development of interconnected cascading ponds. These ponds not only provide necessary flood attenuation but also enhance treatment capacity for the existing watershed and an upcoming roadway expansion. The design catered to a current watershed area of 113 acres and was expanded to manage an additional 150 acres.

The RSF's design incorporated recreational features, including a trailhead for a future bike and walking trail along Lake Monroe. SAI utilized the ICPR modeling system to simulate existing and design conditions, developed alternative designs, prepared construction documents, and secured all required permits. They negotiated a master Environmental Resources Permit with the water management district, simplifying future project permitting and developed an allocation/accounting procedure to track the RSF's capacity.

The project involved public engagement through workshops and meetings, and we assisted the County in securing approximately \$1.8 million in additional funding. After initial construction, we continued to provide design services, including rerouting drainage from an additional 25 acres to the RSF, updating construction plans, obtaining permit modifications, assisting with bid evaluations, and overseeing construction phases.

- Size:** 113 Acres
- Completed:** 2010
- Cost:** \$186,000
- Role:** Prime
- Scope:** Specialized watershed H&H modeling, water quality BMP, RSF development, flood mitigation design/plans, parks and trail design
- Reference**
Robert Walter, PE
RJW66@cfl.rr.com
321.277.1847

North Merritt Island Watershed Management Plan

Brevard County Natural Resources Management Department | Brevard County, FL



The North Merritt Island (NMI) watershed in Brevard County is situated between the Banana River and Indian River Lagoon, covering around 34 square miles, including areas of Kennedy Space Center. It features dual ridges on its east and west boundaries, surrounding a large low-lying area prone to flooding due to poor soil, a shallow groundwater table, and increased tailwater and storm surge, affecting roads and structures.

The project developed an integrated surface water/groundwater model (ICPR4) to assess current and future flood risks in the NMI watershed and to evaluate flood control and environmental enhancement projects. Data collection involved ERP files, surveys, models, reports, gage and pump operation data, rainfall, and LiDAR/imagery. Gaps in data were filled with new field measurements and surveys of critical infrastructure.

The spatial model network was created using SWFWMD's GWIS database, with boundary conditions set using historical data from Hurricane Irma in 2017. The groundwater network was established with data from the East-Central Florida Transient Expanded Model. The model was calibrated to Hurricane Irma and verified with two additional storms in 2017, factoring in temporary pumps used during these events.

Post-calibration, the model incorporated updates and revised water control settings. A critical storm analysis was performed for 48 storm events, and floodplains were mapped for each scenario. Future rainfall projections were also integrated into the model by Applied Ecology to assess climate change impacts.

This model now aids the County in evaluating development proposals and potential improvements in the watershed, with ongoing support from Singhoffen Halff under separate contracts.

Size: 34 Square Miles

Completed: 2022

Cost: \$267,703 (fee)

Role: Prime

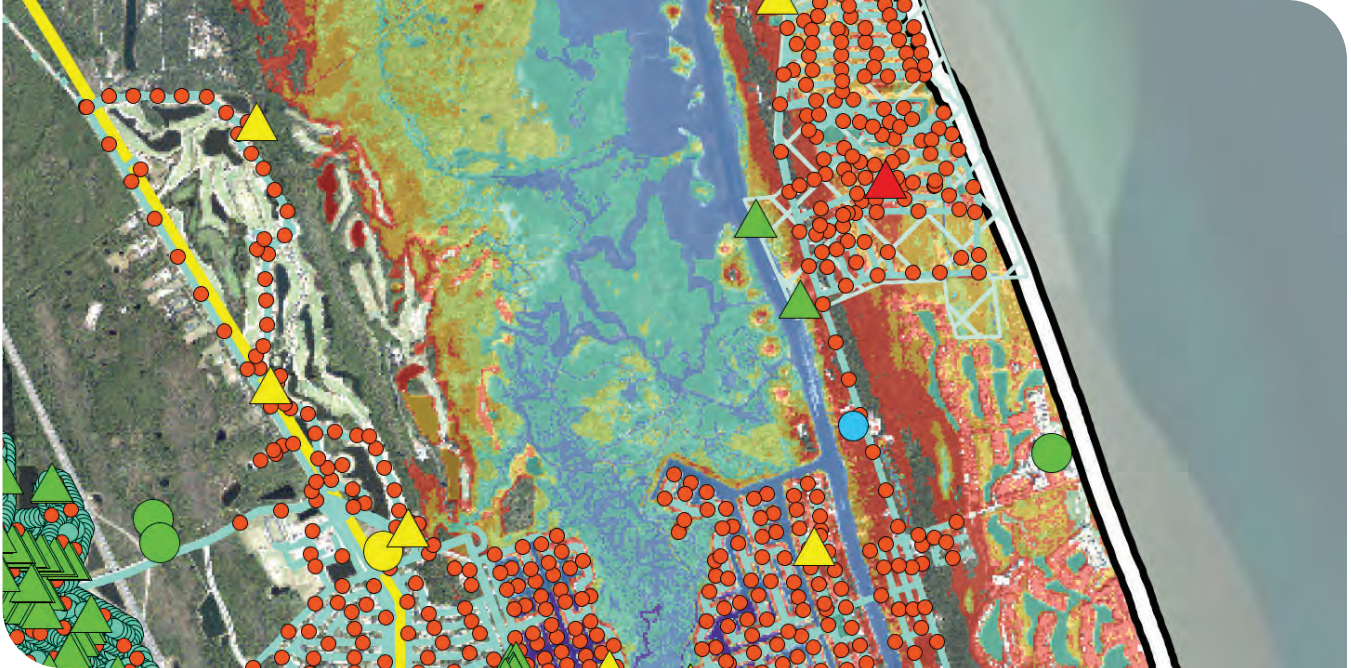
Scope: Coastal watershed, digital topographic information, water management plan, watershed evaluation, GWIS database, field data acquisition, 1D/2D H&H modeling (ICPR4), groundwater integration, model calibration and verification, floodplain analysis and mapping

Reference

Bach McClure, PE
2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, FL 32940
Bach.McClure@brevardfl.gov
321.633.2016

Flagler County Vulnerability Assessment

Flagler County | Flagler County, FL



Halff was selected by the Northeast Florida Regional Council (NEFRC) in 2023 to develop Flagler County's Vulnerability Assessment (VA), which is nearing completion in June 2024. The project was the result of collaboration between Halff, the NEFRC, Flagler County, and the municipalities of Palm Coast, Bunnell, Beverly Beach, Marineland, and Flagler Beach.

Halff led efforts to refine a geodatabase comprised of critical and regionally significant asset data previously developed by the NEFRC and address gaps. Halff subsequently prepared flood rasters for current and future conditions based on NOAA 2017 sea level rise projections and historical tide gauge data sourced from the Trident Wharf tide station located in Cape Canaveral and the Fernandina Beach tide station.

Halff, following the development of flood rasters, successfully conducted exposure and sensitivity analyses to evaluate the vulnerabilities of critical and regionally significant assets to current and future tidal flooding, storm surge, and sea level rise. Additionally, respective analyses were conducted to evaluate rainfall and compound flooding.

Halff supported the facilitation of two public engagement meetings in Flagler County. These meetings provided government representatives and members of the public with an opportunity to contribute ideas and input into the vulnerability assessment. Final steps associated with the project are currently ongoing with final QA/QC steps currently being employed to produce final deliverables.

Size: 571 Square Miles

Completed: Ongoing

Scope: Flood hazard mapping, infrastructure vulnerability analysis, stakeholder engagement

Reference

Michael Lagasse
Public Lands & Natural Resources
Manager
Flagler County
MLagasse@flaglercounty.gov
386.313.4064

FY23 Environmental Support TMDL for SLD 45

Space Launch Delta 45 | Patrick SFB, Cape Canaveral SFS, and MTA, FL

Applied Ecology, Inc. (AEI) is providing environmental compliance support services for SLD 45 at the Patrick SFB, Cape Canaveral SFS, and MTA installations. To comply with TMDLs and the recently passed FCWA, AEI is conducting compliance monitoring, reporting, and LID/BMP implementation and evaluation. AEI is performing ten major tasks for this contract, including:

- Development and Implementation of the Cape Canaveral SFS Site 2 Weir SAP to collect flow and volume information, and water quality constituents upstream and downstream of a proposed weir construction to serve as a baseline against post-construction data to estimate load reductions. Recommendations for the Weir Project and TMDL credits will be prepared and submitted for FDEP approval.
- **Patrick SFB CAP:** AEI performed an assessment and developed a CAP for PSFB canal systems, providing economically feasible implementation strategies to improve water quality and TMDL compliance. The plan addressed affordability and equity issues, reflected stakeholder concerns, and satisfied environmental and regulatory criteria. AEI created a GIS inventory of the canal system and conducted field surveys to collect water quality, sediment, and biological data to develop a water quality ranking system for the canals and recommend cost-effective BMPs to improve water quality.
- **Shoreline Stabilization Sampling:** AEI evaluated the existing shoreline stabilization project sampling protocol and developed a new SAP to demonstrate nutrient reductions. Changes in the protocol were discussed with the FDEP prior to implementation, and results will be synthesized and submitted to the Government and FDEP for potential TMDL credit.
- **Design of a Living Shoreline at PSFB:** AEI and subcontractor, Drummond Carpenter are working together on a feasibility study and living shoreline design to stabilize the entire FamCamp shoreline that integrates into the existing mangroves while considering the needs for new construction. After Government design approval, AEI will prepare the permit applications for USACE and SJRWMD for USSF submission, including supporting documentation of the extent of wetlands and waters of the U.S. and State, UMAM functional assessment of wetlands present on-site, and potential for special-status species to occur.

The team had to quickly adapt to the stricter water quality goals established by the recently passed FCWA and Stormwater Rule while also addressing the needs for SLD 45 to address water quality and quantity requirements of the CWA. To meet these challenges, AEI provided strategic planning to prepare the Government for new regulatory hurdles, prioritize cost-effective BMPs, and recommend innovative SOPs that allow SLD 45 to achieve multiple missions.



Size: N/A

Completed: 2024

Cost: \$724,554 (fee)

Role: Prime

Scope: Water quality, sediment, & biological monitoring, TMDL compliance, GIS data collection, feasibility studies, BMP implementation & evaluation

Reference
Steven Baker
Patrick Space Force Base
Florida
steven.baker.44@spaceforce.mil
321.494.9387

Hogans Creek Stream Restoration

Groundwork Jacksonville, Inc. | Jacksonville, FL



Groundwork Jacksonville (GW Jax) contracted Halff to design the Hogans Creek stream restoration and trail project. Hogans Creek is a 2.6-mile tidal and freshwater creek that begins in the City of Jacksonville's Brentwood neighborhood, north of University of Florida's Health campus, and flows south through Springfield, the Cathedral District, and historical Eastside before discharging into the St. Johns River near the Shipyards. The restoration of Hogans Creek into a more natural waterway is a crucial part of GWJax's vision of a 30-mile Emerald Trail system of parks, trails, and waterways reconnecting historic neighborhoods in the heart of the city. Project goals include flood reduction, water quality improvements, creation of fish and wildlife habitat, safe access to the creek, and enhanced recreation features, all under the umbrella of resilience.

Project tasks include community engagement; survey and right-of-way services; site planning; surface and subsurface utility coordination and relocation; geotechnical and environmental assessment; hydraulic modeling (including future flooding and compound riverine and coastal flood effects); stream monitoring and stream morphology; removal of sections channelized creek; channel improvements through Jacksonville Electric Authority's water treatment plant site; tree mitigation; structural design of five vehicular roads and various pedestrian crossings; soil contamination assessment; stormwater best management practices; living shoreline design; and appraisal services. Halff will develop final drawings and technical specifications for construction and will support the client's permitting efforts.

Through the coordination of a multidisciplinary team and extensive community and stakeholder outreach, Halff's stream restoration design will result in a more natural creek, provide safe access to the creek, and create neighborhood connections. Project tasks include stream restoration, hydraulic modeling, alternatives analysis, trail planning and design, environmental assessment, surveying, and outreach support.

Size: 2.6 Miles

Completed: Ongoing

Cost: Conceptual (30% design) phase: \$538,793.00

Final design: \$7,758,900.00 (~\$5.8M for Halff)

Role: Prime

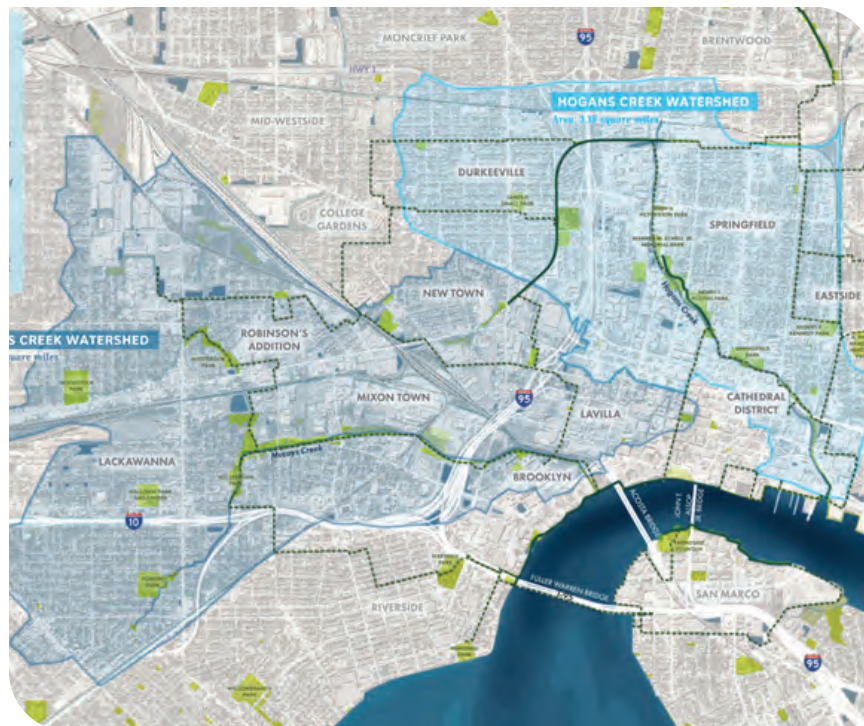
Scope: Stream restoration, hydraulic modeling, alternatives analysis, trail design, environmental assessment, conceptual design

Reference

Kay Ehas, CEO
Groundwork Jacksonville, Inc.
101 West State Street
Jacksonville, FL 32202
904.401.0453
kay@groundworkjacksonville.org

Hogans & McCoys Creek Watershed Resilience

Groundwork Jacksonville | Jacksonville, FL



Size: 9.3 square miles

Completed: Ongoing

Cost: \$626,517 (est.)

Role: Prime

Scope: Water resources, environmental, engineering, surveying, community engagement, planning, resilience

Reference

Kay Ehas, CEO
Groundwork Jacksonville, Inc.
101 West State Street
Jacksonville, FL 32202
904.401.0453
kay@groundworkjacksonville.org

Halff is providing Groundwork Jacksonville (GWJax) with planning, engineering, and landscape architecture services for the development of the Emerald Trail Watershed Resilience Plan, a hydrologically defined watershed restoration and management plan for the McCoys Creek and Hogans Creek watersheds located in Jacksonville's urban core. Once implemented, the plan will advance the resilience of urbanized, historic communities using green infrastructure solutions that reduce flooding and improve water quality.

The plan will characterize the watersheds' hydrology and water quality, evaluate potential sources of pollution, and prioritize green infrastructure tactics. Development and implementation of this plan involves close, frequent coordination with receiving communities. The initiative follows the US Environmental Protection Agency's six-step process to build an effective watershed plan.

During the first phase of the project, Halff and GWJax executed an outreach plan that included walks and events with residents and leaders of ten historic neighborhoods to establish relationships and identify critical areas of concern. Future phases of the project

will set goals and develop indicators to guide the monitoring progress. Halff also communicates regularly with the project's Technical Advisory Board and the Watershed Stakeholder Group who are guiding the overall process.

Halff completed a detailed rain-on-mesh hydrology and hydraulic model to evaluate various rainfall intensities and physical settings. Model results will be validated using high water mark and radar rainfall data collected by the City of Jacksonville for Tropical Storm Fay (2008), and with anecdotal information provided by residents and the City. Halff is currently developing a water quality model that breaks up the Hogans and McCoys Creek watersheds into more than 300 sub-basins. Both models will support the decision-making process for implementation of green infrastructure.

The Emerald Trail Watershed Resilience Plan will combine nature-based solutions to flood mitigation with water quality improvements and direct community engagement to reshape downtown Jacksonville toward establishing a more resilient and sustainable economic, social, and environmental future.

Ironbark Drive Flood Abatement Project

Pasco County Stormwater Management Division | New Port Richey, FL



Pasco County engaged Singhofen Halff to tackle persistent flooding issues in the Ironbark Drive residential area, which lacks a natural outflow and experiences frequent flooding of roads and buildings. The project began with the development of a stormwater model (ICPR) to delineate the origins and extent of the flooding, validated by resident-provided photographs from various storm events.

The team developed several design solutions to address the flooding. These included the expansion and re-grading of two existing stormwater ponds to increase their capacity, as well as the renovation and integration of a nearby unused rapid infiltration basin (RIB) into the stormwater management system. A new gravity system was designed to connect these water bodies, complemented by a pumped outfall system leading north to existing water infrastructure and eventually to Bear Creek. This outfall system includes a new secondary collection network to enhance drainage in the area. The conceptual design featured extensive piping and a large box culvert system. However, the final design optimized these elements to about 4,000 feet of up to 48-inch pipes and an 8-inch force main with dual pumps, designed to efficiently recover storage in the RIB at a rate of up to 2.2 cubic feet per second.

This project involved multiple design phases and the development of over ten design alternatives. Additional geotechnical research was conducted to minimize the impact on limestone found near the surface in the RIB, which presented a significant design challenge. Regulations required that pond excavation not come within 2 feet of the limestone layer to protect the aquifer below from potential stormwater pollutants. The design was cleverly modified to avoid limestone when possible and included a clay liner where it was not. The redesign efforts not only adhered to environmental regulations but also led to significant cost savings by eliminating the need for concrete mechanically stabilized earth (MSE) walls and large box culverts initially planned, saving the county an estimated \$500,000. The project also necessitated extensive relocation of gopher tortoises, a protected species.

Upon completion, the design is projected to significantly reduce flood risk, removing over 30 homes from the 25-year floodplain and more than 40 from the 100-year floodplain.

Size: 238 Acres (model)

Completed: Ongoing

Cost: \$318,000 (fees)

Role: Prime

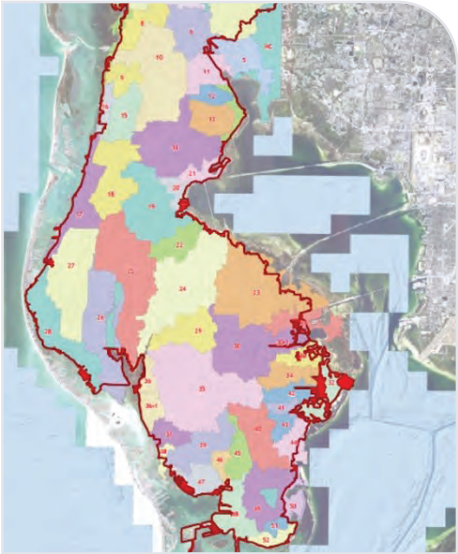
Scope: H&H modeling, conceptual design development, civil design/drainage retrofit, permitting, construction plans/specifications, CADD/GIS services, survey/geotechnical analysis

Reference

David Sua, PE
4454 Grand Boulevard
New Port Richey, FL 34652
dsua@pascocountyfl.net
727.834.3611

County-Wide Stormwater Model and Flood Forecasting Tool Development

Pinellas County Public Works Department | Pinellas County, FL



Singhoben Halff developed a county-wide model to forecast flooding across various storm events, enhancing the County’s planning capabilities. The project updated 14 ICPR and 15 SWMM models to their latest versions, reconciling data discrepancies and integrating GIS data. A comprehensive GIS model network was established, with the main ICPR models covering 161 square miles and separate SWMM models for St. Petersburg. For the ICPR models, spatial GIS data was utilized, and new spatial GIS networks were developed for the SWMM models from existing nodal network/subbasin maps. A unified GIS model network was created using GWISv2.1, consolidating the ICPR models into a single model covering about 161 square miles. The SWMM models, covering around 45 square miles in St. Petersburg, remained separate due to the city’s ongoing efforts to develop a new H&H model.

The rest of the watershed, approximately 78 square miles, was modeled using a 2D Rapid Flood Hazard Assessment (RFHA) approach. This method employed a conservative model with 2D features for broad analysis and 1D features for major conveyance structures like channels and significant culverts, using the County’s infrastructure data or DEM and aerial imagery where needed. Strategic placement of structural weirs prevented unrealistic flooding simulations at critical points. The RFHA approach was initially validated in a pilot area (Oldsmar Watershed).

A notable feature added to enhance the utility of these resources was an ESRI tool equipped with sliders, allowing floodplain managers and maintenance personnel to navigate through the time series of each synthetic storm event. This functionality enables them to correlate real-time gage data with potential flood impacts, facilitating proactive management measures.

Size: 284 Square Miles

Completed: Ongoing

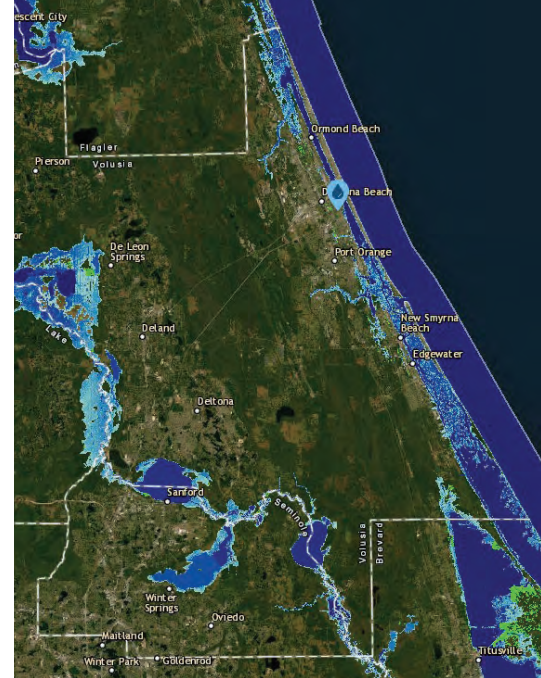
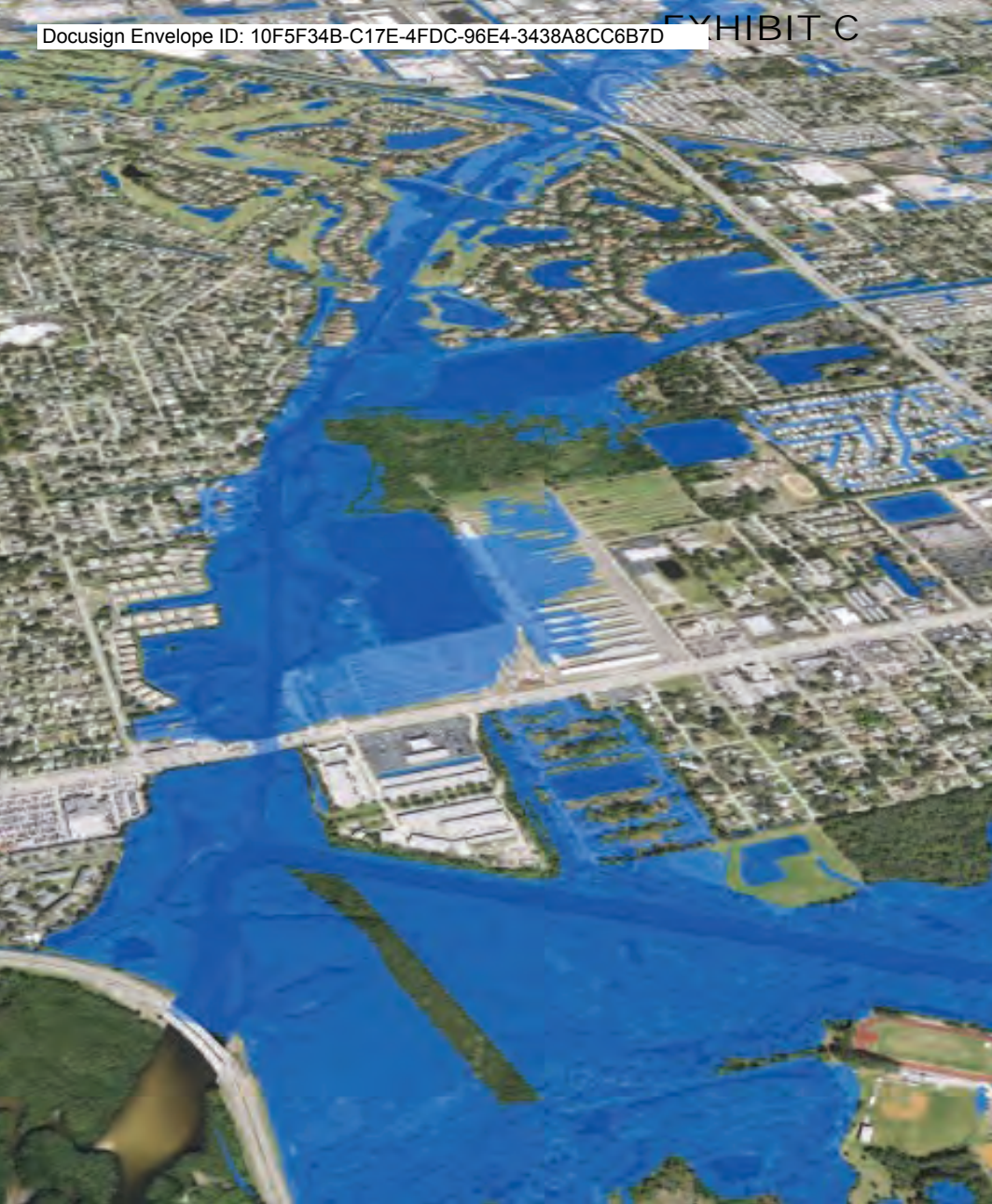
Cost: \$373,000

Role: Prime

Scope: 1D/2D H&H Modeling, rapid flood hazard assessment, GIS analysis of data, floodplain analysis and mapping, proactive flood risk management

Reference

Lisa Foster, CFM
22211 US Highway 19 North
Clearwater, FL 33765
lfoster@pinellas.gov
727.464.8962



VOLUSIA COUNTY

Statement of Qualifications

RFQ No. 24-SQ-101KW

Professional Stormwater and Environmental Engineering Services

May 9, 2024

7.4 Project Approach

Continuing service contracts require a versatile and knowledgeable staff to meet all the County’s needs. Singhofen Halff is well-versed in on-call engineering projects and has a proven approach to support Volusia County. In our business model and management philosophy, communication, and responsiveness, along with commitment to quality, schedule and budget are all at the pinnacle of our priorities. As a result, we have been able to work for our municipal clients for many years under numerous consecutive continuing services contracts (some as long as 30 years), including Orange and Brevard Counties. Project management, collaboration, and coordination are essential to ensuring successful projects.



PROJECT MANAGEMENT

Singhofen Halff has considerable experience managing projects for numerous municipal clients, often with multiple actively involved stakeholders. Through his work with various counties and cities, **Matthew Deal, GISP (Project Manager)** has experience with a wide variety of projects and understands how to efficiently execute the various project tasks associated with different types of projects. The key to successful project management is an open line of communication between the County and Singhofen Halff. Matt will serve as the primary point of contact for the County and will be responsible for keeping the County updated on the project’s progress. He will allocate resources as needed to meet the needs of each project in terms of expertise, schedule, and budget, and will coordinate with subconsultants on the same.

Throughout the process, he will engage the County to confirm that project goals are met prior to completion. Matt will be supported by **Kent Boulicault, PE**

(Principal-in-Charge), who has over 30 years of experience managing contracts for our clients. Our workflow generally follows the flow chart below.

INITIATION

Prior to scope development, Matt, along with the appropriate technical leads will meet with County staff to discuss the project goals, scope, and schedule. Project-specific requirements will also be defined, such as water quality needs (i.e. TMDL, NPDES), permitting, level of service, design considerations, and potential grant funding deadlines.



SCOPE DEVELOPMENT

The project manager and key members of the project team will develop a scope of work with schedule and fees. The scope of work will outline the project-specific approach and methodology, and will clearly define milestones and deliverables. As part of this process, our team is always evaluating opportunities to streamline efforts for our clients.



PROJECT EXECUTION

Our team will initiate the project work upon approval of the task order from the County. Successful project execution requires ongoing communication between the project team and the County. A project kickoff meeting will be held, and Singhofen Halff will engage the County through regular in-person and virtual progress meetings, along with email and telephone communications throughout the course of the project. Status reports will also be provided on a minimum monthly basis.



PROJECT DELIVERY & CLOSEOUT

Interim deliverables will be submitted at key milestones defined in the project scope for County review. A submittal meeting will be held with the County at each submittal. Upon project completion, final deliverables will be submitted to the County for approval and the project will be closed.

7.4 Project Approach



TEAM MANAGEMENT

If subconsultants have a role in a specific project, they are engaged at the Project Initiation phase, including initial meetings with County staff and project scoping. It is important that all parties are on the same page with respect to scope and schedule expectations. During the course of a project, our subconsultants are required to provide weekly progress updates to the Singhofen Halff Project Manager. We have found over the years this is important to maintaining team cohesiveness and project progress. Both Kent and Matt have extensive experience managing large project teams, often with subconsultants working in parallel to expedite project schedules.

SCHEDULING AND BUDGET

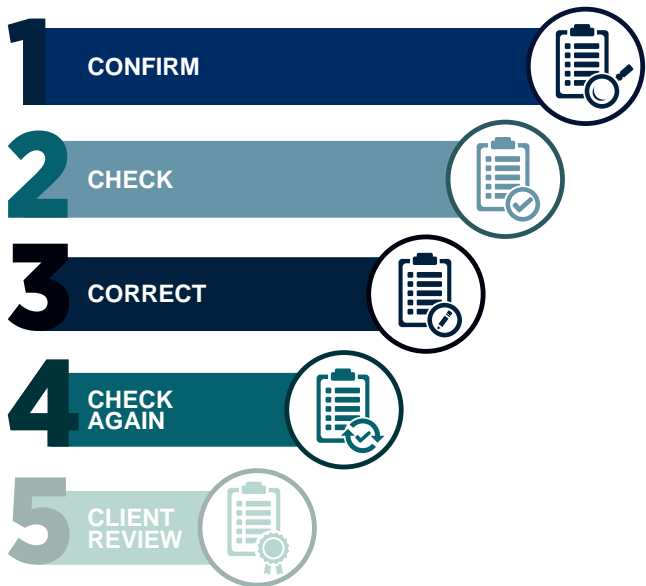
Each project will require different scopes and schedules, depending on the type, needs, and goals. As Principal-in-Charge, Kent will have the ultimate responsibility for assuring that projects are completed on schedule and within the agreed upon budget. Matt will be responsible for developing a detailed schedule for each project and will track individual project budgets and schedules on a frequent basis. Our team has a breadth of resources available for all aspects of stormwater management projects, and Kent and Matt will work together to confirm that resources are properly allocated.

QUALITY CONTROL

Our established Quality Assurance/Quality Control (QA/QC) processes are another essential element for the success of each project, confirming that work products are thoroughly reviewed and minimizing/avoiding change orders, schedule extensions, errors, and/or omissions. Singhofen Halff has developed a series of in-house tools and specialized approaches that are used to facilitate the QC of model input data and results. Design reviews will be conducted for capital improvement projects, including constructability and clarity of construction plans, and calculations are checked for compliance with project criteria, reasonable assumptions, and accuracy. **Allyson Hunt, PE, CFM will lead QA/QC efforts** for projects conducted under this contract. She will be responsible for preparing Project Quality Management Plans (PQMP) for each project. The PQMP will identify key qualified individuals that will be responsible for specific independent QC efforts, milestones where QC reviews are to be conducted, and QC documentation requirements. While each team member is responsible for his or

her own work, these independent QC checks will be performed at various points in the project to confirm defensible work products, minimize re-work, and increase efficiency. Matt will also conduct a final review of deliverables prior to submittal to the County. As the QA/QC lead, Allyson will be responsible for ensuring the following:

- Project team members understand the elements of the project scope and approach to each task
- Internal QC checks are being conducted by staff working on the project
- A senior-level engineer/scientist with the technical discipline expertise relative to each project element is assigned for review of work related to their discipline
- QC checks are being conducted and documented at the appropriate milestones



NPDES/TMDL PROGRAM ASSISTANCE AND IMPLEMENTATION

Many of the County’s waterbodies have TMDLs in place for nutrients, including Total Nitrogen (TN), Total Phosphorous (TP), and/or fecal coliform. Several of the County’s watersheds also have adopted Basin Management Action Plans (BMAPs), including the Middle St. Johns River (including Lakes Harney and Monroe), North Indian River Lagoon, Volusia Blue Spring, and DeLeon Spring. As such, the County’s National Pollutant Discharge Elimination System (NPDES) and TMDL programs are high priority. **Claudia Listopad, PhD, GISP** (President of Applied Ecology) has been providing TMDL support and guidance to local governments since the inception

7.4 Project Approach



of the TMDL program in Florida, including extensive work within the Indian River Lagoon. Claudia will serve as the technical lead for NPDES and TMDL program support. She and her team will be supported by in-house personnel and will have the depth to provide a wide variety of program support and other water quality services to the County.

Services can range in scale from small wetland health assessments to large-scale water quality studies, including review of impairment designations, causes of impairments, and development of strategies for complying with established TMDLs. Our team utilizes a variety of statistical methods and model tools to confirm or disprove the technical defensibility of impairment designations, as well as cause and effect relationships assumed in TMDLs. We also routinely develop and evaluate monitoring plans in support of water quality programs. Our team can also assist the County in documenting and quantifying the water quality benefits of projects or actions that have already been implemented, or are planned for implementation, that may address the designated impairments and qualify the water body for regulatory relief status pursuant to the Clean Water Act (e.g., Reasonable Assurance Plan, RAP). One example of this is the County's Mosquito Lagoon RAP prepared in 2021.

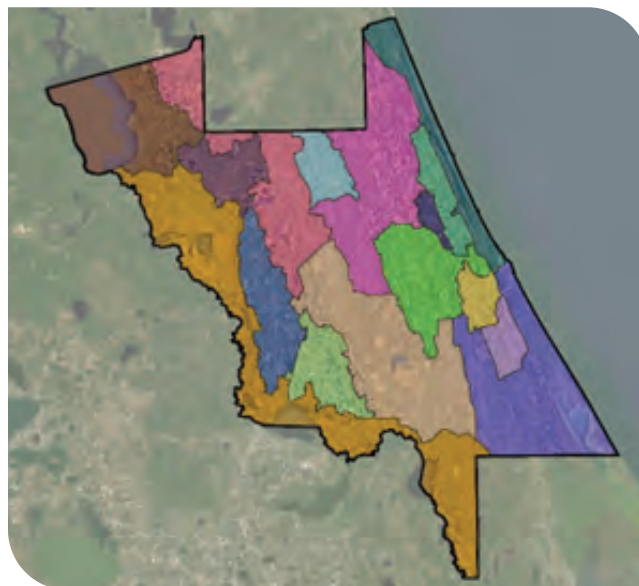
GENERAL APPROACH TO WATERSHED MANAGEMENT PLANS (WMP)

It is our understanding the County is seeking to conduct watershed management planning for all 16 watersheds, including pollutant load modeling. Mark Troilo, PE, CFM will serve as the technical lead for watershed modeling, and Claudia Listopad will serve as the technical expert for the water quality components. Our team has conducted dozens of watershed management plans for Florida clients, including the City of Palm Coast, Brevard County, Orange County, City of Jacksonville, SWFWMD, and more. Through our experience we have established a well-defined and streamlined approach to developing new WMPs and for conducting updates to existing WMPs, which typically includes the phases below:

- **Project Development:** Project initiation, scope development, and QA/QC planning
- **Watershed Evaluation:** Acquisition of data, including desktop review and field reconnaissance
- **Watershed Management Plan:** Development of an

existing conditions watershed H&H model, floodplain delineation, level of services analysis and flood control conceptual design development

- **Pollutant Loading/Water Quality Plan:** Includes assessment of pollutants across the watershed and development of BMPs for improving water quality



Project Development: This phase will include model selection and determine the level of detail for the project, including whether 2D and/or groundwater elements will be incorporated. The Singhofen Halfff team is well-versed in a variety of surface water modeling programs, including ICPR3, ICPR4 (now known as StormWise), SWMM, and the suite of HEC models. While ICPR3 and StormWise are the most widely used in the area, we are prepared to use whichever modeling program the County elects. This phase will also discuss resilience planning that may be warranted for the watershed, including evaluating future predicted rainfall, sea level rise, and/or future development.

Watershed Evaluation: The primary goal of the watershed evaluation phase is review of available data and development of a watershed-specific GIS geodatabase. This involves establishing a model domain and collecting available data, such as existing models, ERP permit information, historical water levels, gage data, rainfall data, land use and soils information, and topographic data (i.e. 2018 USGS/ FDEM Statewide LiDAR). Available data is reviewed and a preliminary model network is developed in

7.4 Project Approach



GIS, including spatial model network and population of known data. At this point, data gaps are reviewed to determine field verification needs and develop field data acquisition plans. This phase also includes modifications or corrections to the project terrain data to incorporate newer developments or to conduct “hydro-corrections” in preparation for groundwater modeling where necessary.

Watershed Management Plan: This phase of the project focuses on model development, analysis of results, and development of conceptual flood control solutions. Field data is reviewed and used to complete parameterization of the model. It is during this phase that the model is calibrated to past storm events and design storm simulations are run. Model results are used to delineate floodplains, assess the floodplain level of service (FPLOS), identify priority areas for flood control, and develop conceptual flood mitigation designs. Conceptual designs will consider costs, effectiveness, permitting requirements, land constraints, and public acceptance. Our team routinely looks for opportunities to couple flood mitigation projects with water quality improvements wherever possible. Cost-benefit analyses can also be performed in support of grant funding for implementation.



Pollutant Loading/Water Quality Plan: This phase is often conducted in concert with the FPLOS and flood control design tasks. Pollutant loading from both direct runoff and groundwater is assessed and priority locations are identified based on estimated loading, established nutrient criteria, and adopted Basin Management Action Plans (BMAPs). Water quality BMP designs and recommendations are developed, keeping in mind TMDL requirements and BMAP commitments for the respective watershed. A variety of tools are available for performing pollutant loading calculations, including custom geospatial tools developed by members of our team, statistical analyses, and water quality software such as BMP-Trains.

GENERAL APPROACH TO DESIGN OF CAPITAL IMPROVEMENT PROJECTS

Our team has conducted hundreds of projects involving engineering design, permitting, and implementation of stormwater projects. Robert Gaylord, PE will serve as the technical lead for engineering design and implementation. These projects typically involve 4 phases:

- **Project Development:** Project initiation, scope development, and QA/QC planning
- **H&H Modeling and Conceptual Design:** Analysis of existing conditions and development of conceptual designs
- **Engineering Design & Permitting:** Final engineering design, development of construction plans and specifications, and permitting
- **Construction/Post-Design Services:** Post-Design services, including bidding support, CEI services, and BMP monitoring

Project Development: As part of project initiation and scope development, site visits are typically conducted (preferably with County staff) to review the project site, discuss known problems, and determine the project objectives. Oftentimes, feedback from residents is obtained during these site visits. Previous studies and other project considerations are also discussed, such as water quality issues, resiliency planning, and applicable grant requirements.

H&H Modeling and Conceptual Design: In some cases, final engineering design is based on previously developed watershed studies and/or master plan

7.4 Project Approach



conceptual designs. In these instances, the existing conditions H&H model is reviewed and updated as necessary to reflect current conditions at the project site. The conceptual design is then verified using the updated model to confirm feasibility of the project prior to final design. Other times, an existing conditions model and/or conceptual design alternatives need to be developed as part of the design project. In these cases, a small area study is conducted following a similar workflow to the Watershed Management Plans.

An existing conditions H&H model is developed, extents and causes of flooding are evaluated, and conceptual design alternatives are developed to address project concerns. The conceptual designs will be evaluated relative to each other for constructability, costs, permit requirements, effectiveness, public acceptance, land restrictions or acquisition needs, resiliency, and maintenance requirements. This process is typically a collaborative effort with County staff.

Engineering Design & Permitting: This phase of work includes all work necessary to finalize the selected conceptual design and prepare construction plans to implement the project. Work includes construction level survey, geotechnical evaluations, environmental assessments, and final H&H modeling (and/or refined water quality modeling), in which the models are updated based on survey and geotechnical findings. The project design is refined and optimized, and construction plans are prepared in accordance with the FDOT Plans and Preparation Manual.

Construction plans, cost estimates, and supporting documentation are submitted to the County for review at 30%, 60%, 90%, and 100% design phases. Frequent design phase submittals and ongoing communication with the County help verify that each project is successful.

Land acquisition needs will be identified early-on in the 30% design phase and any property or easement needs will be brought to the County's attention. Singhofen Halff, along with County PM, will meet with the SJRWMD at the 30% design phase or earlier to verify that the design satisfies all permitting requirements and to address any concerns from the agency early in the design. A permit application will be



7.4 Project Approach



submitted after completion of the 60% design plans. For projects involving grant funding, the benefit-cost analysis is updated at each design phase submittal to confirm that a beneficial benefit-cost ratio is maintained. Upon County review and approval of the 100% plans, Final (signed and sealed) plans are prepared.

Construction/Post-Design Services: Post-Design services can include support during the bidding process, review of shop drawings, construction observations at key milestones, full-time construction inspection, water testing, materials testing, and/or project closeout services. Requests from the contractor are addressed immediately to avoid delays in construction, and all site visits are documented with photographs and written logs. In addition, water quality improvement projects may require additional or ongoing monitoring to document the effectiveness of the constructed design. Our team has extensive experience providing a wide range of post-design services and is committed to ensuring that the implementation of flood mitigation, erosion control, and/or water quality designs are successful.

Every project is unique, and although the processes outlined above are applicable to most WMP and Design projects, we understand the need for flexibility and that it may not be appropriate for every project. In any case, the approach for each project will be developed in collaboration with the County and documented in the project scope.

OTHER CONSIDERATIONS

Some projects may require additional approach elements depending on the objectives and challenges of each specific project.

Funding Assistance: Singhofen Halff understands that the ongoing implementation of the County's stormwater management program is an expensive and prolonged effort that may need to take advantage of a variety of funding sources and strategies to implement the necessary stormwater management CIPs that will provide the infrastructure and facilities to achieve the County's overall goals in terms of flood mitigation, water quality, and resiliency. Our staff includes Lisa

King, GPC, who has 33 years of experience assisting Florida municipalities obtain grant funding for capital improvement infrastructure projects yielding over \$300 million in grants to Florida local governments. In addition to helping the County obtain funding, she will also be responsible for ensuring that any projects involving grant funding adhere to the grant-specific requirements throughout the life of the project.

Public Outreach: In instances where public input is a priority, it is important to establish a comprehensive communications and engagement strategy at the outset of a project to address resident and other stakeholder concerns and incorporate their input into a shared vision for the plan moving into the future. Our team has experience establishing existing community partnerships that can be leveraged to enhance communication. These include in-person, virtual, and hybrid meeting formats, mail-outs, and web-based platforms to convey information to collect input from the public.



FEMA Floodplain and Floodway Revisions: The County's current FEMA FIRM maps have effective dates between 2014 and 2018, with some more recent LOMRs for localized updates. Should the County opt to conduct map updates, either in the form of LOMRs or physical map revisions (PMR) in which entire map panels are updated, our team has extensive experience conducting FEMA map revisions at the local, city, and county scale. This effort includes post-processing of the floodplains (smooth, simplify, transition), assigning base flood elevations, conducting floodway analyses and delineation, and submitting documentation to FEMA. We are among a limited number of firms

7.4 Project Approach



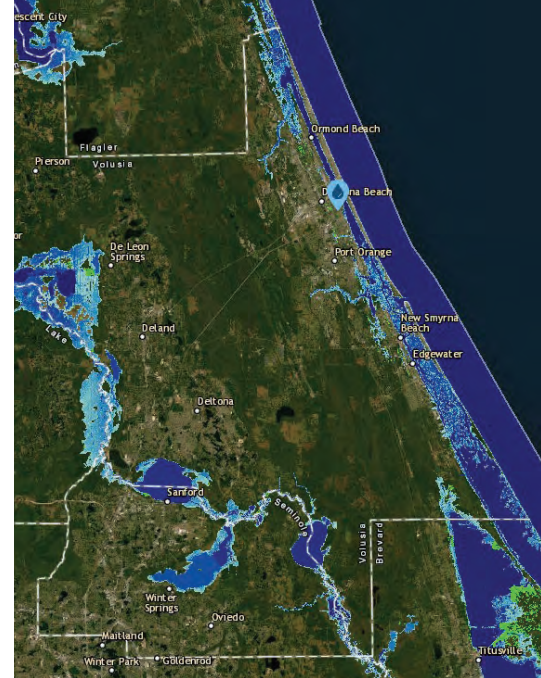
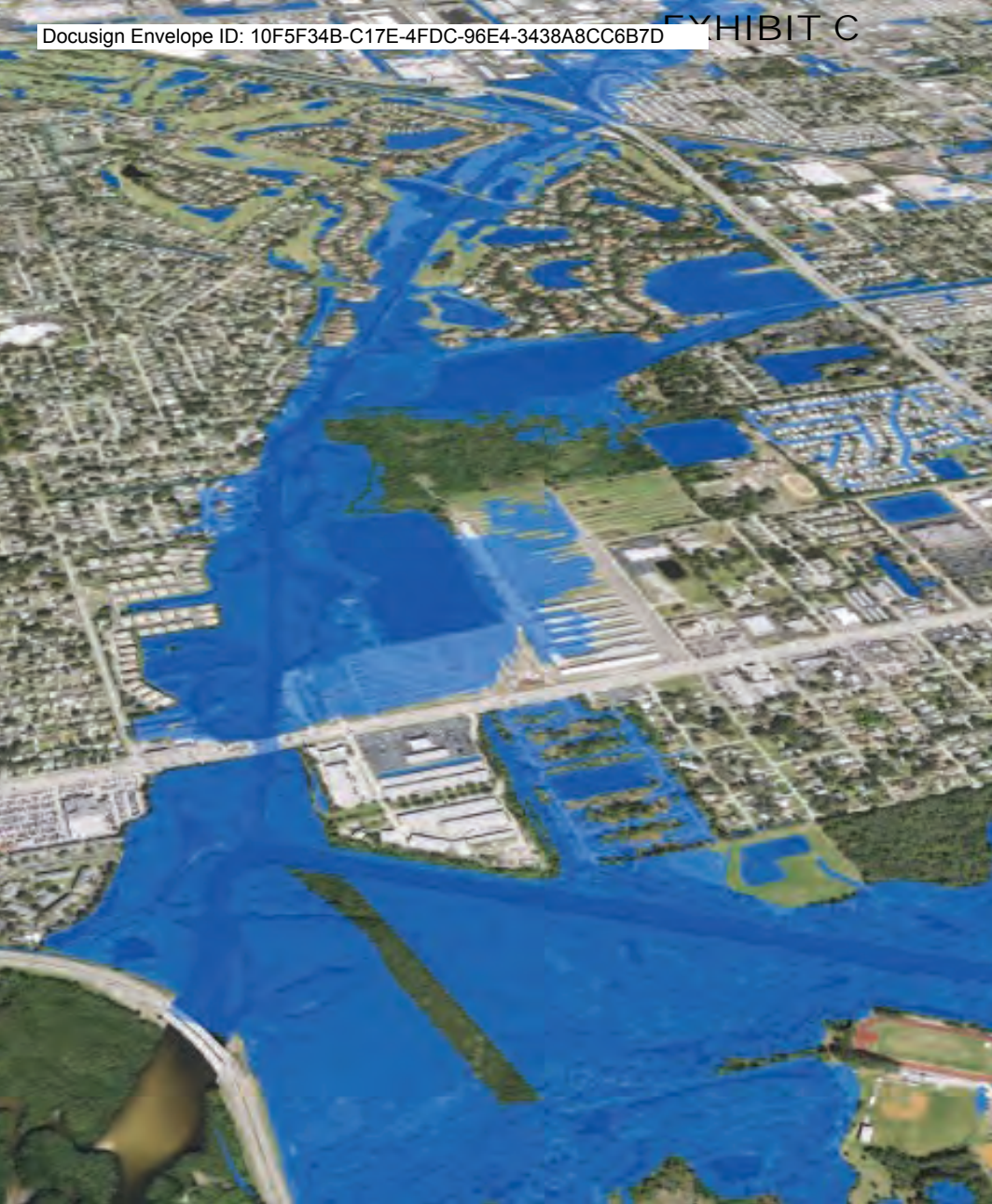
that are skilled in obtaining approval for extensive floodway revisions using hydrodynamic modeling techniques (now even more complicated by the use of 2D elements). Our modelers also regularly review LOMR and CLOMR applications for FEMA under its RiskMAP program and have a unique understanding of the process. This, coupled with our modeling expertise and GIS capabilities, forms the basis for successful map revisions.

GIS Capabilities: A successful watershed management plan often relies on a solid GIS data structure to geospatially depict the model network, flood risk, critical assets, proposed improvements, support data, and more. Our team has multiple GIS Professionals (GISPs), including the Project Manager, who routinely conduct geospatial analyses and have developed custom GIS-based tools to streamline water quantity and quality modeling. In addition to modeling support, we have extensive experience leveraging GIS-based tools to provide infrastructure asset management, risk map development, floodplain animations, and LiDAR reviews (including point cloud data).

Resiliency: Evaluating future conditions is critical to providing resilient design solutions and proactive flood risk management. This can include evaluating impacts from sea level rise, future land use/development, and/or future predicted rainfall. In addition, the groundwater component may be an important consideration when evaluating the anticipated effects of sea level rise in some of Volusia County's communities and low-lying areas. Our team has the necessary experience to evaluate the implications of a variety of future condition scenarios and consider these implications in our designs, providing resilient solutions to our clients.

Community Rating System (CRS) Support: Volusia County is currently CRS Class 5 in FEMA's Community Rating System. Several activities are available to increase credit points and achieve a higher CRS class, including Mapping and Regulations and Flood Damage Reduction. The Singhofen Halff team has experience assisting numerous clients in obtaining CRS credits and can help the County meet their floodplain management goals through comprehensive watershed modeling, risk evaluation, and prioritizing capital improvement projects to mitigate flood impacts and maximize credits.





VOLUSIA COUNTY

Statement of Qualifications

RFQ No. 24-SQ-101KW

Professional Stormwater and Environmental Engineering Services

May 9, 2024

7.5 Financial Stability

Singhofen Halff has been serving Florida for 36 years, (74 in total in the U.S.) and has seen continued growth and profitability throughout this period. Singhofen Halff is in good financial standing and is current on payment of all taxes and fees. Singhofen Halff has the financial capability and strength to serve our clients while providing opportunities for growth and investment. We invite you to contact the following banking reference who can speak to our financial stability:

Prosperity Bank

Richard Ramey

Managing Director - Commercial Lending

707 East Arapaho Road, Suite 200

Richardson, TX 75081

Phone: 972.461.1369

Fax: 972.461.7020

Email: richard.ramey@prosperitybankusa.com

Web: www.prosperitybankusa.com

Singhofen Halff has the necessary resources (human and financial) to provide the level of service required by Volusia County. Should you require further information, Singhofen Halff will supply upon request.

Our subconsultants for this pursuit are also financially sound and appropriately staffed to meet the high standards of service set by the County and Singhofen Halff. Singhofen Halff is financially stable. A recent Dunn and Bradstreet report on Singhofen Halff and its holdings ranks the company in all categories in the upper quartile for financial stability, with an overall ranking of 1R2. A Dunn and Bradstreet report, or other financial information for Singhofen Halff and/or any of our subconsultants, can be made available upon request.

Our Commitment to BEST BUSINESS PRACTICES

Singhofen Halff uses a proactive approach to identifying best business practices. We are committed to sourcing and maximizing the implementation of these best practices to better serve our clients and their communities. We have a well-documented history of not only meeting, but exceeding expectations in these areas to foster long-lasting relationships.



Domestic Preference

We prioritize the purchase of goods and services from domestic suppliers over foreign suppliers.

Buy American Preference

We use products made in the United States for federally funded projects to promote domestic manufacturing and economic growth.



Debarment Certification

We have not been excluded or disqualified from government contracts due to past misconduct.



Disadvantaged Business Enterprise (DBE)

We include small businesses owned and controlled by socially and economically disadvantaged individuals in government contracting.

Meeting or Exceeding DBE Goals

We promote contract diversity and inclusion by surpassing the specified targets for utilizing DBEs.

Federal Davis-Bacon Wage Requirements

We pay prevailing wages to laborers/mechanics on federally funded construction projects.

Fair Labor Standards Act

We enforce minimum wage, overtime pay eligibility, recordkeeping, and child labor standards for employees.