



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

Between

THE COUNTY OF VOLUSIA

AND

JONES EDMUNDS & 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 Jones Edmunds & Associates, Inc., duly authorized to conduct business in the State of Florida, whose principal place of business is located at 13545 Progress Boulevard, Suite 100, Alachua, Florida, 32615 (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 Alachua, Florida. Nothing in this section shall require Consultant to violate any laws applicable to Consultant as a provider of stormwater and environmental engineering services.

15. E-VERIFY.

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

- 15.1.1 If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.
- 15.1.2 Consultant and any of Consultant's Subconsultants shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Consultant (or Consultant's Subconsultants) on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement.
- 15.1.3 In the event Consultant enters into a subcontract, Consultant shall require, via written contract, the Subconsultant agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the subcontract; and (ii) provide Consultant with an affidavit stating that the Subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of this Agreement or the subcontract, whichever is longer. The Consultant shall provide a copy of such affidavit to the County before the Subconsultant begins any work associated with the Agreement. If the County has a good faith belief that a Subconsultant knowingly violated the requirements set forth in this Section 15 or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Consultant otherwise complied with this Section 15 and applicable law, the County shall promptly notify Consultant and order Consultant to immediately terminate its contract with the Subconsultant. Failure to comply with said order shall constitute a material breach of this Agreement.
- 15.1.4 If the County has a good faith belief Consultant has knowingly violated, or if Consultant is found to have violated, this Section 15; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal Consultants to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this Agreement by Consultant; (ii) Consultant shall indemnify, defend, and hold harmless the County from any resulting costs or expenses, including fines or penalties levied by a government agency and the County's loss or repayment of grant funds; (iii) the County may terminate this Agreement immediately and without penalty and such termination

shall not be or be considered a breach of this Agreement; and (iv) Consultant shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Consultant acknowledges and understands that if the County terminates this Agreement in accordance with this Section 15, Consultant shall be ineligible for award of a public contract for at least 1 year after the date on which the Agreement was terminated.

16. INSURANCE REQUIREMENTS. The Consultant shall purchase and maintain at its own expense, during the term of this Contract the types and amounts of insurance with limits no less than those shown on Exhibit "B", in the form and from companies satisfactory to the County. For purposes of Exhibit "B", the term "County" shall be defined as the County of Volusia a body corporate and politic and a subdivision of the state of Florida, including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

17. LOCAL GOVERNMENT POLICIES.

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

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

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

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

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

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

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

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

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

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

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

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

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

paragraph, any Services or products offered to public via the internet or online must comply with the requirements set forth in the USDOJ Final Rule pertaining to services, programs, and activities offered by state and local government entities to the public through the web and mobile applications, published at 89 FR 31320, regardless of the effective date of same, in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise to the extent caused by the negligent acts with the Contractor's failure to comply with the ADA as required by this paragraph. In performing under this Agreement, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

- 17.9. **Drug Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Consultant agrees that it shall provide a drug-free environment to its personnel during the term of this Contract and will comply, subject to the prior receipt thereof, with the County's policies on drug-free and smoke-free work place during the term of this Contract.
- 17.10. **Background Checks.** Consultant and County understand that certain areas of the County's premises may not be available to Consultant's personnel without background checks and that such access is not required to perform the services contemplated by this Contract.
- 17.11. **Employment of Illegal Aliens.** Consultant certifies that it does not knowingly or willingly and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- 17.12. **Prohibition Against Contingent Fees.**
 - 17.12.1. The Consultant warrants that he or she or it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that he or she or it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, compensation, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the County shall have the right to terminate this Contract or Task Assignment without liability and, at its sole discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

- 17.12.2. Consultant understands and acknowledges that any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for the Consultant, who offers, agrees, or contracts to solicit or secure County contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this State, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes (as amended).
- 17.12.3. Any Architect, professional Engineer, or registered Surveyor and Mapper, or any group, association, company, corporation, firm, or partnership thereof that is a Consultant under this Contract, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes (as amended).
- 17.12.4. Any County official, agent or employee who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the County and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes (as amended).
- 17.13. **EQUAL OPPORTUNITY; DISADVANTAGED BUSINESS ENTERPRISES:** During the performance of this Contract, the Consultant agrees as follows:
- 17.13.1. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, up-grading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 17.13.2. Municipal Code section 2-269, County Ordinance No. 90-20, § 9,5-17-90 of the County Council of the County of Volusia, establishing policies and procedures for the Disadvantaged and Women's Business Enterprises program shall be part of this Contract and the Consultant shall endeavor to fulfill the goals and policies of this Resolution as applicable to this Contract.

18. DISPUTE RESOLUTION.

- 18.1. The parties to this Contract shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Contract in accordance with the provisions set forth in this Section. The Consultant and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Contract or Task Assignment and any applicable Scope of Services.

Issues shall be escalated to successive management levels as indicated in Section 18.3.

- 18.2. If a dispute develops between the parties concerning any provision under this Contract or Task Assignment, or the interpretation thereof, or any conduct by the other party under these Contracts, and the parties are unable to resolve such dispute within ten (10) days, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.
- 18.3. Upon issuance of a Dispute Notice, the Project Managers or designated representative(s) shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers or designated representative(s) shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative(s) within ten (10) business days, the Project Managers or designated representative(s) shall escalate the dispute as indicated below.

Business Days	Consultant's Representative	County Representative
10	Consultant	Project Manager
10	Consultant's Local Officer	Director of Purchasing and Contracts
20	Consultant's COO or President	Deputy County Manager

- 18.4. **Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this Section, either party may initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes (as amended). If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction. If litigation is prematurely commenced, it shall be stayed until the mediator makes the required certification. Failure to comply with these dispute resolution procedures as set forth in this Article 18 Dispute Resolution, does not preclude a party from filing a claim or lawsuit in order to (i) preserve any rights or causes of action that may expire or otherwise lapse due to an applicable claims deadline or statute of limitations or repose or (ii) seek emergency or other injunctive relief as appropriate to preclude irreparable harm or damage. This paragraph survives termination, cancelation, or expiration of this Contract.

19. FORCE MAJEURE.

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

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

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

20. CLAIMS NOTICE.

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

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

21. SUCCESSORS AND ASSIGNS.

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

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

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

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

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

In the case of County:	with a copies of legal notices to:
County of Volusia Attn: Director of Purchasing and Contracts Address: 123 W. Indiana Ave., Room 302 DeLand, Florida 32720 Phone: (386) 736-5935 Fax: (386) 736-5972	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Room 301 DeLand, Florida 32720 Phone: (386) 736-5950 Fax: (386) 736-5990
In the case of Consultant:	with a copy of legal notices to:
Jones Edmunds & Associates, Inc. Attn: Brett Cunningham, Senior Vice President Address: 13545 Progress Blvd., Suite 100 Alachua, FL 32615 Phone: 352-377-5821 E-mail: bcunningham@jonesedmunds.com	Jones Edmunds & Associates, Inc. Attn: Brett Cunningham, Senior Vice President Address: 13545 Progress Blvd., Suite 100 Alachua, FL 32615 Phone: 352-377-5821 E-mail: bcunningham@jonesedmunds.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.

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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 Stanley F. Ferreira, Jr., PE (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:
DocuSigned by:
George Recktenwald
2265F6E45E09043E
George Recktenwald
County Manager
Date: 8/23/2024 | 21:37:52 EDT

COUNTY OF VOLUSIA
DocuSigned by:
BY: Jeffrey S. Brower
EFF5438688FD439
Jeffrey S. Brower
County Chair
Date: 8/23/2024 | 13:47:46 EDT

Attest:
DocuSigned by:
Linda Lyles
E63F7402BCFE410...
Signature
Linda Lyles
Print Name
Contracts Specialist
Title
Date: 7/24/2024 | 10:30:07 PDT
Approved 08/20/2024 

JONES EDMUNDS & ASSOCIATES, INC.
DocuSigned by:
BY: Stanley F. Ferreira, Jr., PE
E08C3BCEADC741C...
Signature
Stanley F. Ferreira, Jr., PE
Print Name
President & CEO
Title
Date: 7/24/2024 | 13:04:05 EDT

Exhibit "A" – Scope of Services/Solicitation
Exhibit "B" – Insurance Requirements
Exhibit "C" – Jones Edmunds & Associates, Inc. Proposal

EXHIBIT A

Scope of Work

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

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

Exhibit B

Insurance Requirements

Required Types and Limits of Insurance Chart

Figure 1:

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

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

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

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

1. Subconsultants and Independent Contractors

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

2. Claims Made Basis Insurance Policies

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

3. Risk Retention Groups and Pools

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

4. Minimum Required Policies and Limits

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

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

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

6. Workers' Compensation

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

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

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

7. Commercial General Liability Insurance

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

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

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

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

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

8. Motor Vehicle Liability

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

9. Professional Liability

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

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

10. Primary and Excess Coverage

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

11. Insurance Requirements

A. General Insurance Requirements:

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

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

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

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

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

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

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

12. Proof of Insurance

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

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

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

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

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



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

[JONES EDMUNDS & 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

Jones Edmunds & Associates, Inc. Response

CONTACT INFORMATION

Company:

Jones Edmunds & Associates, Inc.

Email:

marketing@jonesedmunds.com

Contact:

Kristen Farrell

Address:

13545 Progress Boulevard, Suite 100
Alachua, FL 32615

Phone:

(352) 377-5821

Website:

www.jonesedmunds.com

Submission Date:

May 9, 2024 12:25 PM

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

ADDENDA CONFIRMATION

Addendum #1
Confirmed May 9, 2024 11:36 AM by Kristen Farrell

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

[JONES EDMUNDS & 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

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

Pass

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

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

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

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

Brett Cunningham, PE, ENV SP, Managing Director and Senior 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.

Yes

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

12. REVISIONS | ADDENDA | QUESTIONS & ANSWERS *

Pass

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

Yes

13. Please provide Proof of Insurance*

Pass

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

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

JE_for_Proposal_Purposes_exp_6-30-24.pdf

14. Hold Harmless Agreement.

Please download the below documents, complete, and upload.

Only upload if applicable in accordance with Florida Law.

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

No response submitted

15. Forms

PROPOSAL FORM *

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

Pass

Please download the below documents, complete, and upload.

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

RSQ_Proposal_Form(499041)_signed.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.

JE_Signature_Authority_12-15-2023.pdf

W9*

Pass

Please attach current W-9 Form.

JE-2024_Form_W-9.pdf

CONFLICT OF INTEREST *

Pass

The award of this solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

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

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

No

ENTER EXPLANATION OF THE CONFLICT OF INTEREST AS INDICATED ABOVE.

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

No response submitted

PROHIBITION AGAINST CONTINGENT FEES *

Pass

Please download the below documents, complete, and upload.

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

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

RSQ_Prohibition_Against_Contingent_Fees(499042)_signed.pdf

PUBLIC ENTITY CRIME *

Pass

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract

[JONES EDMUNDS & ASSOCIATES, INC.] RESPONSE DOCUMENT REPORT

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

Page 7

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

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

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

Yes

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION *

Pass

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

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

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

- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Yes

EXPLANATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

No response submitted

SCRUTINIZED COMPANIES CERTIFICATION *

Pass

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

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

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

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a

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

false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

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

Yes

DRUG-FREE WORKPLACE *

Pass

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

Yes

16. Proposal

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

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

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

Pass

[JONES EDMUNDS & 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_of_the_firm_and_the_employees_that_will_be_assigned_to_the_County.pdf

FIRM QUALIFICATION DATA*

Pass

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

16.2_Firm_Qualification_Data.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)

1/10/2024

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

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

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	CONTACT NAME: Brian R Hadar	
	PHONE (A/C, No. Ext): (214) 323-4602	FAX (A/C, No):
E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Phoenix Insurance Company		25623
INSURER B: Travelers Property Casualty Co of Amer		25674
INSURER C: Charter Oak Fire Insurance Company		25615
INSURER D: XL Specialty Insurance Company		37885
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 78157338 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6808N190672	6/30/2023	6/30/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input 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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA8R804284	6/30/2023	6/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP8N201316	6/30/2023	6/30/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB8N190948	6/30/2023	6/30/2024	<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	Professional Liability		<input checked="" type="checkbox"/>	DPR5015138	6/30/2023	6/30/2024	Per Claim \$5,000,000 Annual Aggregate \$5,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of the certificate holder on all policies.

CERTIFICATE HOLDER

For Proposal

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brian Hadar

Brian R. Hadar

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

05/07/2024

Date

PROPOSAL FORM

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


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

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

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

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

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

x 
Signature / Authorized Signatory

Brett Cunningham, PE, ENV SP

Printed Name

Managing Director and Sr. Vice President

Title

05/07/2024

Date

Jones Edmunds & Associates, Inc.

Company Name

13545 Progress Boulevard, Suite 100, Alachua, FL 32615

Full Address

352-377-5821

352.377.3166

bcunningham@jonesedmunds.com

Telephone

Fax

E-mail Address

05-244-7765

59-1533071

Dun & Bradstreet #

Federal I.D. #

**SIGNATURE AUTHORITY
JONES EDMUNDS & ASSOCIATES, INC.**

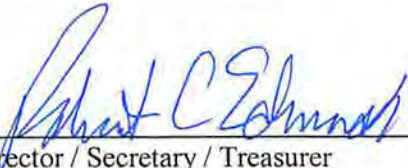
The undersigned, being the members of the Board of Directors of Jones Edmunds & Associates, Inc., a Florida corporation (the "Company"), hereby take the following actions by written consent:

- Robert C. Edmunds shall serve as a Director and Secretary and Treasurer of the Company.
- Stanley F. Ferreira, Jr. shall serve as a Director and President and Chief Executive Officer and Registered Agent of the Company.

Accordingly, it is resolved as follows:

1. Signature authority for signing contracts on behalf of the Company shall be as follows:
 - A. All members of the Board of Directors shall be authorized to sign all contracts.
 - B. Brian J. Icerman, Senior Vice President and Executive Director; Kenneth S. Vogel, Senior Vice President and Managing Director; and Brett A. Cunningham, Senior Vice President and Managing Director, shall be authorized to sign all contracts.
 - C. Managing Directors shall be authorized to sign subcontracts with a fee of \$10,000 or less provided there are no deviations from the Company's standard terms and conditions.
2. In the absence of all authorized contract signers of the Company, a member of the Board of Directors may appoint an officer of the company to serve as Interim Secretary, Interim Treasurer, or authorized contract signer.
3. This Action by Consent may be signed in counterparts, each of which shall be considered an original, and which together shall constitute one and the same instrument. Facsimile copies and signatures shall be treated in all respects as original documents and signatures.

Dated December 15, 2023


Director / Secretary / Treasurer

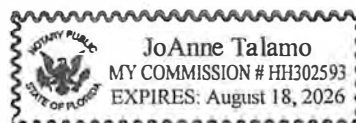



Director / President / Chief Executive Officer

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 15th day of December, 2023, by Robert C. Edmunds, PE (Director, Secretary, and Treasurer) and Stanley F. Ferreira, Jr. (Director and President and Chief Executive Officer) of Jones Edmunds & Associates. Inc. They are personally known to me.


Notary Signature
PRINT, TYPE OR STAMP NAME OF NOTARY



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

**Request for Taxpayer
Identification Number and Certification**

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

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

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.
Jones, Edmunds & 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.
13545 Progress Blvd., Suite 100

6 City, state, and ZIP code
Alachua, FL 32615

7 List account number(s) here (optional)

Requester's name and address (optional)

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

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or
Employer identification number

5	9	-	1	5	3	3	0	7	1
---	---	---	---	---	---	---	---	---	---

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Kathy Mercer-Miller*

Date ▶ January 1, 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-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, Jones Edmunds & Associates, Inc., warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

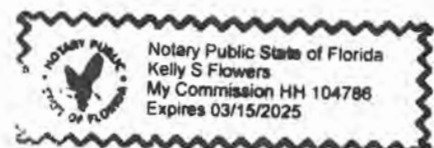
By Brett Cunningham
(Signature)
Brett Cunningham, PE, ENV SP
By Managing Director and Sr. Vice President
Corporate Officer Name & Title

Date May 7, 2024

STATE OF Florida
COUNTY OF Alachua

Sworn to/affirmed and subscribed before me this 7th day of May, 2024, by
Brett Cunningham, PE, ENV SP, who is personally known to me or who has produced
as identification.

NOTARY PUBLIC - STATE OF Florida
Type or print name:
Kelly S Flowers
Commission No.: HH 104786
Commission Expires: 03/15/2025
(Seal)





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

Jones Edmunds has thoughtfully assembled a team that can provide quality services for any projects assigned under this contract. Our proposed team leaders have nearly 125 years of combined experience. In this section, we provide résumés of our proposed team members, including subconsultant staff, our organizational chart showing the depth of our team's knowledge of each requested service, and professional certifications and licenses. Our staff résumés include a brief selection of training from the last five years, with complete training records available upon request.

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

MARK NELSON, PE Contract and Client Services Manager

"Much like Volusia County, I endeavor to protect our State's natural resources. I became a consulting engineer to help clients develop solutions to reduce their impact on the environment. I am an engaged Contract Manager and Project Director delivering Florida water resources and utilities programs and projects to the fullest satisfaction of my clients that I possibly can."

Mark has over 30 years of experience in client services and water resource management. His project experience includes project planning, water-quality-related TMDL services, GIS and asset management, and regional stormwater modeling. He has also been actively involved in the application, award, and administration of grants for several clients. Understanding the client's needs is key to a successful project. These needs can range from understanding what the operators in the field want to understanding the constraints that the Director or Project Manager is working within. Mark brings all of these needs together so that our team effectively delivers quality results to our clients. Mark specializes in working with local governments to develop project strategies that achieve multiple goals and will offer the same services on this project.

RELATED EXPERIENCE

Vulnerability Assessment | St. Johns County | Project Director | Mark provides Client Services on this Resilient Florida Program Vulnerability Assessment, developed by Florida Statutes 380.093 and guided by FDEP's recent guidance for completing vulnerability assessments. Jones Edmunds' services on the project include assistance with project management, coordination of public outreach events, mapping of flooding and sea level rise impacts, adaptation planning, grant funding, and linkages of this project to the Community Rating System.

Stormwater Support | St. Johns County | Project Director | For over a decade, Mark has directed Jones Edmunds stormwater-related efforts for St. Johns County, ranging from analyzing their potential stormwater utility implementation, stormwater mapping, modeling, and floodplain development to stormwater design services.

Cross Bayou Watershed Management Plan | Pinellas County | Senior QC | Mark provided senior-level QC and client coordination on this project. Primary tasks include creating digital topographic information, developing a watershed evaluation report, identifying surveys to be performed and preliminary junction/reach coverage development, model simulations, BMP analysis, floodplain mapping, and a surface water resource assessment.

Masters Tract Regional Stormwater Treatment Facility | St. Johns County | Client Services | Mark helped County staff, SJRWMD staff, and the project team to conceptualize, design, permit, fund, and construct a regional stormwater treatment system for St. Johns County that helped meet TMDL compliance goals for the Lower St. Johns River Basin Management Action Plan (BMAP). The regional system treats 1,200 acres of farmland using a pump station, wet detention pond, stormwater harvesting, and forested wetland.



13545 Progress Boulevard, Suite 100
Alachua, FL 32615
352.415.0688
mnelson@jonesedmunds.com

AREAS OF SPECIALIZATION:

- Client Services
- Project Management
- Stormwater System Design
- Water Resources Management
- Computer Modeling
- Asset Management
- Cityworks Implementations
- Platform Integrations
- GIS Applications for Engineering, Facility Inventory, and Design

YEARS OF EXPERIENCE: 31

YEARS WITH FIRM: 28

EDUCATION:

Master of Engineering, Civil Engineering
Bachelor of Science, Civil Engineering

TRAINING:

Bioengineered Erosion Control Technology
Legislative Training
Laws & Rules for Florida Engineers
Pipeline Design & Construction Methods

PROFESSIONAL CERTIFICATION:

Professional Engineer, #54404, FL

AFFILIATIONS AND MEMBERSHIPS:

American Society of Civil Engineers
American Public Works Association
Florida Floodplain Managers Association
Water Resources User Group Committee
Partner Council

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

BRETT CUNNINGHAM, PE, ENV SP QA/QC and Project Manager for TMDL Program Assistance and Implementation

"I have worked on stormwater management and water resources projects similar to what Volusia County needs for over 30 years. I understand how projects addressing stormwater/water resource problems must be structured to be implementable, affordable, and permittable. Our working together will provide our future generations with sustainable water resources."

Brett is a Sr. Vice President and Managing Director of Water Resources with a strong background in flood protection, water quality, water supply, natural systems, integrated water resources planning, stormwater utilities, and funding procurement. Brett excels in applying computer models and geographic information systems to assist in planning, problem-solving, and developing cost-effective management strategies. Due to Brett's wide range of experience, he knows how to structure water resource problems to make them implementable, affordable, and permittable and to maximize benefits for all stakeholders. He has conducted numerous modeling seminars on using hydrologic and hydraulic models for watershed evaluation.

RELATED EXPERIENCE

Mosquito Lagoon Reasonable Assurance Plan | Volusia County | Project Manager | Brett managed all aspects of the project, developed the watershed model, and performed the alternatives analysis. Volusia County and related stakeholders were interested in developing a Reasonable Assurance Plan for the Mosquito Lagoon to speed up and take greater control of the restoration process. The project included stakeholder involvement, development of a watershed model, assessment of water quality and biological conditions, estuarine response analysis, target setting, pollutant load reduction requirements, alternatives analysis, and plan development. The plan was approved by the EPA and adopted by the FDEP.

Vulnerability Assessment | St. Johns County | Principal in Charge | Brett is the Principal in Charge of this Resilient Florida Program Vulnerability Assessment, guided by FDEP's recent guidance for completing Vulnerability Assessments. Jones Edmunds' services on the project include assistance with project management, coordination of public outreach events, mapping of flooding and sea level rise impacts, adaptation planning, grant funding, and linkages of this project to the Community Rating System.

Regional Stormwater Modeling and Master Planning | St. Johns County | QA/QC | Brett provided senior-level QA/QC of the ICPR model and other program elements. Jones Edmunds assisted the County with developing and implementing a Water Resources Management Program that transformed the County's approach to water resources from reactive problem-solving to proactive solution creation.



13545 Progress Boulevard, Suite 100
Alachua, FL 32615
352.871.7048
bcunningham@jonesedmunds.com

AREAS OF SPECIALIZATION:

- Watershed Master Planning
- Integrated Water Resources
- Low-impact Design
- Water Quality Analysis
- Stormwater Management
- Geographic Information Systems

YEARS OF EXPERIENCE: 36

YEARS WITH FIRM: 22

EDUCATION:

Master of Engineering, Environmental Engineering

Bachelor of Science, Environmental Engineering

TRAINING:

Calibration/Modeling Tools

Project Management

Lift Station Design/Tools

Effluent Resuse & Disposal

Legislative Training

PROFESSIONAL CERTIFICATION:

Professional Engineer, #46050, FL

Envision Sustainability Professional Credential, #38775

AFFILIATIONS AND MEMBERSHIPS:

Florida Water Environment Association/
Water Environment Federation

American Water Resources Association

Florida Stormwater Association

Florida Floodplain Managers Association

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

FRED HOYT, MBA, PE QA/QC

"Our civil design group is strengthened by the sharing of expertise and experience by our water resources professionals, transportation experts, site designers, and Associates."

Fred serves as a Jones Edmunds' Department Manager of Civil Design. He is a highly experienced professional engineer with a practical constructability approach to reviewing design documents and sensitivity to cost implications. His 49-year career includes serving as Director of the Civil Engineering Department at a prominent Chicago A/E firm, where he provided personnel and project oversight, and as Senior Partner of a Colorado engineering firm, where he provided engineering and management guidance, growing the firm from 12 employees to 200 over 10 years.

RELATED EXPERIENCE

Gabordy Canal and 10th Street Stormwater Treatment Facility | Volusia County | Senior Project Engineer | Fred provided QA/QC of the plans for a stormwater treatment facility that serves approximately 4,600 acres. The facility pumps baseflow and smaller stormwater flows from the Gabordy Canal into a small treatment area. Jones Edmunds estimated that the system would remove 5,600 lb/yr of Total Nitrogen and 1,400 lb/yr of Total Phosphorous at a low annualized cost.

Vulnerability Assessment | St. Johns County | QA/QC | Fred is responsible for Quality Assurance/Control on this Resilient Florida Program Vulnerability Assessment, guided by the FDEP's recent guidance for completing Vulnerability Assessments. Jones Edmunds' services on the project include assistance with project management, coordination of public outreach events, mapping of flooding and sea level rise impacts, adaptation planning, grant funding, and linkages of this project to the Community Rating System.

Stormwater Master Plan and Vulnerability Assessment | Clay County | Project Engineer | Jones Edmunds is performing the County's Stormwater Master Plan and was selected to assist the County with the Vulnerability Assessment. Fred assisted with the Adaptation Plan for this project.

Big Sooeey Drainage Improvements | St. Johns County | QA/QC | Fred was responsible for Quality Assurance/Control on this CDBG-funded project where Jones Edmunds designs and permits roadway and drainage improvements to address flooding areas.

Timberview Drive Drainage Improvements | Pinellas County | Senior Project Engineer | Fred engineered the flood mitigation by installing a new storm pipe parallel to the existing pipe and upgrading a curb inlet to increase collection capacity. This design followed a watershed study by Jones Edmunds to determine the downstream impacts of increased runoff from the neighborhood.



13545 Progress Boulevard, Suite 100
Alachua, FL 32615
352.415.0064
fhoyt@jonesedmunds.com

AREAS OF SPECIALIZATION:

- Quality Assurance/Quality Control
- Project Management
- Civil Engineering
- Business Administration
- Construction Administration

YEARS OF EXPERIENCE: 49

YEARS WITH FIRM: 4

EDUCATION:

Master of Business Administration

Bachelor of Science, Civil Engineering

TRAINING:

Laws & Rules for Florida Engineers

Low Impact Development

Open Channel & Box Culvert Flow

Project Management

PROFESSIONAL CERTIFICATION:

Professional Engineer, #89304, FL

AFFILIATIONS AND

MEMBERSHIPS:

American Society of Civil Engineers

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

JAMIE BELL, PE Funding Assistance and Public Outreach

"Funding strategies to mitigate project costs and educational and outreach campaigns that communicate complex technical issues into easily understood and relatable terms are essential to connecting with project stakeholders and influencers."

Jamie is a Department Manager in the Jones Edmunds Infrastructure Department. Jamie has played a vital role in preparing contracts, reviewing engineering design plans, facilitating funding reimbursement requests, and tracking project schedules and budgets. She has experience with grant application and administration and assisting local government entities with water supply, water quality, flood protection, and natural resource restoration projects. She also has project management experience, overseeing site inspections, permit applications, wetland assessments, water quality sampling, and monitoring schedules.

RELATED EXPERIENCE

[Data Preparation for FEMA Coastal Basin Updates | St. Johns County | Project Engineer](#) | Jamie prepared core data elements developed in previous regional modeling activities. This includes graphical and text information to be included in the DFIRM database, FIRM, and FIS report.

[CRS Support Services | St. Johns County | Project Engineer](#) | Jamie coordinated with County departments to develop the documentation for the County's CRS verification visit. Jones Edmunds worked with the County engineers, planners, and GIS staff to develop data, review policies and ordinances for CRS credit, coordinate with ISO, attend the verification visit, and address the request for additional information.

[Gemini/DeLeon Wastewater Feasibility Analysis | Volusia County | Project Engineer](#) | Jamie assisted with developing wastewater feasibility analyses for the Gemini and DeLeon Springsheds BMAPs. The report outlined planning-level strategies for phasing out OSTDS to meet BMAP wastewater nutrient load reduction requirements over the next 20 years.

[Blue Spring Wastewater Feasibility Analysis | Volusia County | Project Manager](#) | Jamie assisted with developing wastewater feasibility analyses for the Blue Spring Springshed BMAPs. The report outlined planning-level strategies for phasing out OSTDS to meet BMAP wastewater nutrient load reduction requirements over the next 20 years.

[HMGP Application Packages | Alachua County | Project Engineer/Funding Specialist](#) | Jamie coordinated six HMGP applications, including design and GIS efforts. She also proved instrumental in coordinating with Alachua County and ensuring the project was submitted within FEMA's deadline.



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Alachua, FL 32615
352.415.0197
jsbell@jonesedmunds.com

AREAS OF SPECIALIZATION:

- Public Outreach
- Project Management
- Grant/Funding Assistance
- Permitting
- Environmental Engineering
- Site Development
- Floodplain Management

YEARS OF EXPERIENCE: 10

YEARS WITH FIRM: 6

EDUCATION:

Master of Science in Engineering,
Environmental Engineering

Bachelor of Science, Agricultural
and Biological Engineering

TRAINING:

Introduction to Green Stormwater
Infrastructure Solutions

Construction Services

FEMA Flood Mapping

PROFESSIONAL CERTIFICATION:

Professional Engineer, #84793, FL

FDEP Stormwater Erosion and
Sedimentation Control Inspector,
#38688

AFFILIATIONS AND MEMBERSHIPS:

American Water Works Association

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

KELLY FLOWERS HASS, MBA Funding Assistance and Public Outreach

"I am dedicated to promoting our core values of integrity, knowledge, and service and ensuring that our commitment to sustainable solutions is effectively communicated to our clients and stakeholders."

Kelly is the Marketing Director at Jones Edmunds. With 18 years of experience, her expertise is developing, executing, and measuring successful marketing and business development strategies. She is a registered lobbyist who assists with legislative tracking, grant pursuits, and monitoring and reporting legislative activities. Kelly is experienced in organizing, conducting, and coordinating public meetings, media, and elected official communication. At Jones Edmunds, she leads the development and evaluation of marketing strategies, communication plans, and brand awareness, in addition to managing the proposal coordination and marketing team.

She has earned multiple master's degrees, the most recent being a Juris Master (JM) in Cybersecurity, Privacy, and Technology Risk Management from Florida State University. Kelly has presented at several international and national conferences and has received multiple awards, scholarships, and honors.

RELATED EXPERIENCE

[DeLeon Springs Utility Extensions](#) | [Volusia County](#) | [Public Outreach Services](#) | Jones Edmunds provided the planning, design, public/stakeholder outreach, and construction services (working under a CMAR format) to connect approximately residential and commercial properties to the City of Deland central wastewater system and improve the water facilities in the corridor. The project included a new master lift at the school, approximately 3.5 miles of wastewater force main, and 3.5 miles of water main, including fire hydrants along the entire route. Kelly assisted the County with public and stakeholder outreach.

[East Old Homosassa Sewer Project](#) | [Citrus County](#) | [Public Outreach Services](#) | Kelly assisted in the planning of the public outreach for the Open House to explain this septic-to-sewer project to local citizens. This project includes a new sewer collection system serving approximately 400 parcels in the Old Homosassa area. This project received Springs funding as it will directly benefit the Homosassa Springs water quality and was identified as a priority project in the Homosassa and Chassahowitzka River BMAP.

[FGUA Chatmire-Septic to Sewer Project](#) | [Florida Governmental Utility Authority \(FGUA\)](#) | [Public Outreach Services](#) | Jones Edmunds is providing design, permitting, public education and engagement, and bidding and construction support services for the Chatmire Septic to Sewer Project. Kelly worked with the project team to coordinate and host public meetings to educate and engage residents regarding the project.



13545 Progress Boulevard, Suite 100
Alachua, FL 32615
352.415.0409
kflowers@jonesedmunds.com

AREAS OF SPECIALIZATION:

- Public Relations
- Brand Management
- Client Relations Campaigns
- Market Research and Analysis
- Marketing and Business Development Plan Development
- Communication Multi-Media Development
- Community Event Coordination

YEARS OF EXPERIENCE: 18

YEARS WITH FIRM: 2

EDUCATION:

Master Business Administration

Juris Master, Cybersecurity, Privacy, and Technology Risk Management

Master of Science, Health Education and Behavior

Master of International Business

Master of Arts, Speech Communication

TRAINING:

Discovering the World Through GIS

Construction Services

Sustainable Materials Management

AFFILIATIONS AND MEMBERSHIPS:

American Water Works Association

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

BJ BUKATA, MS, PWS, AA **Project Manager for NPDES Program Assistance and Implementation**

"Plain and simple, I love what I do. I have led hundreds of listed wildlife species assessments, surveys, and wetland delineations and permitted over 100 projects throughout Florida with the USFWS, FWC, USACE, or Water Management Districts. In addition, I have led or overseen numerous stream condition index and water quality sampling projects throughout Florida. As I always say, a day in the field is better than any day in the office."

BJ is a Jones Edmunds Senior Scientist who has worked in various capacities as a Wetland Scientist, GIS Analyst, and Project Manager. He has demonstrated the comprehensive interdisciplinary experience necessary to support and analyze environmental projects, emphasizing wetlands, water quality, and ecology. He has proven experience providing technical expertise in ecological services, including evaluating, designing, and permitting off-site regional mitigation areas (ROMAs), wetland delineation, environmental permitting, wetland mitigation design, conducting qualitative and quantitative vegetation monitoring, and conducting wildlife evaluations.

RELATED EXPERIENCE

Ariel Canal Water Quality Improvements Preliminary Engineering Report | Volusia County | Project Scientist | BJ provided site review, ERP maps, and permitting support for a PER prior to the design and permitting phase of this project. The PER better quantified how much grant funding to pursue, demonstrated that less water is being diverted to the treatment facility than intended, and determined two cost-effective options.

Holmes Blvd – West King Street Drainage Improvements | St. Johns County | Project Scientist | BJ provided wetland analysis and permitting support. Jones Edmunds designed and permitted the drainage system and stormwater pond associated with intersection improvements at West King Street and Holmes Boulevard.

Masters Tract Regional Stormwater Treatment System | St. Johns County | Project Scientist | BJ led wetland delineations and listed wildlife species surveys of the site. He assisted the Project Engineer in designing over 35 acres of constructed wetlands and detailed planting plans and the ERP application package. He also coordinated with SJRWMD and USACE staff to determine UMAM credits for the wetland creation areas and have wetland lines approved. He oversaw the 5-year compliance monitoring and maintenance period.

Big Sooeey (East St. Johns Avenue-North Orange Street) Drainage Improvement Project | St. Johns County | Project Scientist | BJ provided wetland delineation and environmental analysis for a project area flooded during Hurricane Matthew. Jones Edmunds designed an elevated intersection, culvert replacements, and increased the hydraulic capacity of the Big Sooeey channel.



13545 Progress Boulevard, Suite 100
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352.363.5339
bbukata@jonesedmunds.com

AREAS OF SPECIALIZATION:

- Wetland Ecology
- Environmental Permitting
- Wetland Mitigation
- Wildlife and Habitat Assessments
- Water Quality
- Geographic Information Systems
- Environmental Science (emphasis on Wetland Ecology)

YEARS OF EXPERIENCE: 24

YEARS WITH FIRM: 22

EDUCATION:

Master of Science, Wetlands Ecology
Bachelor of Science, Wildlife Ecology

TRAINING:

Bioengineered Erosion Control Technology
ArcPro
Project Management

PROFESSIONAL CERTIFICATION:

Professional Wetland Scientist, #1985, FL
Authorized Gopher Tortoise Agent,
#GTA-10-00113D, FL

AFFILIATIONS AND MEMBERSHIPS:

Alachua County Land Conservation Board
Wild Spaces Public Places Advisory
Committee, 2020-2023

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

JUSTIN GREGORY, PE Project Manager for Watershed Management Planning

"From my days as an intern tracking water demand for rural water treatment plants in Africa, my focus has been on all things water. Volusia County has good reason to care about the water infrastructure for their district. I will bring my expertise in applying GIS technology to Volusia County water resource issues. Effective management is vital to preserving our water resources for future generations."

Justin is a Senior Manager for Water Resources at Jones Edmunds. In the past eight years, he has served as a Project Manager or technical lead on more than 20 watershed management plans in Florida, focusing on flood risk modeling and mapping. Justin excels at applying GIS technology in water resources, watershed modeling, and watershed planning. He has experience in H&H modeling with ICPR and XP-SWMM. Justin has led Jones Edmunds' efforts in developing innovative approaches to rapidly modeling large-scale flood risk using high-resolution 2D modeling techniques.

RELATED EXPERIENCE

Stormwater Master Plan and Vulnerability Assessment | Clay County | Project Manager | Justin serves as the Project Manager for this project. Jones Edmunds is preparing the County's Stormwater Master Plan and was selected to assist the County with the Vulnerability Assessment. Jones Edmunds developed a countywide flood model using TUFLOW HPC as part of this project.

NASA Climate Adaptation Plan | NASA | Project Engineer | Justin assisted with the Vulnerability Analysis on this project. Jones Edmunds developed sea-level rise scenarios for the 2020s, 2050s, and 2080 to identify future vulnerabilities. We calculated risks for 30 facilities and other infrastructure and developed a plan to address the risks, including prioritization and other future programmatic recommendations.

Curlew Creek/Smith Bayou Watershed Management Plan | Pinellas County | QA/QC | Justin assisted with QA/QC on this project. Jones Edmunds developed a WMP for the County to mitigate flood risks and improve water quality within the Curlew Creek Watershed. The WMP included developing hydrological and hydraulic features for the SWFWMD GWIS 2.0 database that served as the foundation for the model features.

Parker Canal Preliminary Engineering Report | St. Johns County | Project Manager | Justin managed the Jones Edmunds team that developed and evaluated various alternatives for this treatment. Project tasks included developing and calibrating a long-term continuous simulation of Parker Canal in EPA-SWMM, collecting water quality data for two storm events and baseflow conditions, analyzing water quality data for possible trends or relationships, estimating long-term pollutant loading from Parker, and evaluating the effectiveness of various RST alternatives, including stormwater harvesting.



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AREAS OF SPECIALIZATION:

- Stormwater Management Planning
- Stormwater Modeling and Supportive Technologies
- Stormwater Design and Permitting
- Low-Impact Design
- Water Quality Analysis
- Permitting

YEARS OF EXPERIENCE: 19

YEARS WITH FIRM: 19

EDUCATION:

Master of Engineering, Agricultural Engineering

Bachelor of Science, Agricultural Engineering

TRAINING:

Discovering the World Through GIS
Legislative Training

Laws & Rules for Florida Engineers

PROFESSIONAL CERTIFICATION:

Professional Engineer, #69831, FL

PROFESSIONAL CERTIFICATION:

FWEA Stormwater Committee,
Treasurer

Florida Stormwater Association

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

THY DO, PE, CFM Stormwater Planning/Modeling

"I feel my work is how I leave this world a better place."

Thy is a Water Resources Department Manager for Jones Edmunds and is a Certified Floodplain Manager. She has experience in stormwater surface modeling, watershed management plan development and updates, FEMA floodplain mapping, Level of Service (LOS) determination, Best Management Practices (BMP), and Stormwater Design. Thy has a wealth of knowledge of Florida watersheds and has extensive permitting experience from her previous work as a Land Development Engineer.

RELATED EXPERIENCE

Curlew Creek/Smith Bayou Watershed Management Plan | Pinellas County | Project Engineer | Thy provided the team support as a Project Engineer. Jones Edmunds developed the Curlew Creek and Smith Bayou Watershed Management Plan (WMP) for Pinellas County and the Southwest Florida Water Management District (SWFWMD). This Plan incorporated the Digital Topographic Information, Watershed Evaluation, and Watershed Management Plan elements from the SWFWMD Guidelines & Specifications. The WMP included a hydrologic and hydraulic model, a pollutant loading model, and best management practices.

Hillsborough River/Tampa Bypass Canal Watershed Master Plan Update | Hillsborough County | Project Engineer | Thy was one of the primary Project Engineers responsible for data development and modeling. Jones Edmunds updated the watershed management plan to incorporate new Digital Topographic Information and updated the Watershed Evaluation and Watershed Management Plan elements from SWFWMD's G&S.

Hillsborough River 500-Year Floodplain | Hillsborough County | Task Manager | Jones Edmunds assisted Hillsborough County in updating their Watershed Management Master Plans (WMMPs) by adding overland weirs to the Duck Pond Watershed and delineating the 500-year floodplains for the Hillsborough River, East Lake, and Duck Pond Watersheds.

Little Sarasota Bay Model Maintenance | Sarasota County | Project Manager | Thy was the Project Manager. Sarasota County contracted Jones Edmunds to conduct an update on the Little Sarasota Bay watershed model (ICPR). It associated GIS databases using the best available data, most notably more recent LiDAR data and new developments that have occurred in recent years.

Kennedy Space Center Stormwater Study | NASA, Kennedy Space Center | Project Engineer | Thy developed the hydrologic and hydraulic model and floodplains. This model was the basis for evaluating future condition analysis for water quality, flood mitigation, and nutrient loading analysis. Thy also assisted in preparing an engineering report that identified projects for implementation to improve water quality (for the Indian River Lagoon TMDL Basin Management Action Plan) and address existing flood-prone areas.



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AREAS OF SPECIALIZATION:

- Watershed Master Planning
- Floodplain Management Planning
- Hydrologic and Hydraulic Modeling
- Geographic Information Systems
- Stormwater Design and Permitting
- Stormwater Surface, Hydrologic, and Hydraulic Modeling
- Site/Field Investigation
- Watershed Management
- Civil Site Development
- Floodplain Studies

YEARS OF EXPERIENCE: 17

YEARS WITH FIRM: 14

EDUCATION:

Bachelor of Science, Civil Engineering

TRAINING:

Discovering the World Through GIS

ArcPro

Bioengineered Erosion Control
Technology

PROFESSIONAL CERTIFICATION:

Professional Engineer, #72285, FL

Certified Floodplain Manager,
#US-13-06984

AFFILIATIONS AND MEMBERSHIPS:

Florida Stormwater Association

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

DAVID JONES, PE, GISP Watershed Management Planning

"I love the water resources profession – there's always something new and exciting! Besides the thrill of always facing fresh challenges, I receive great personal satisfaction in helping communities manage their water resources. Whether improving water quality or reducing flooding, it's a great feeling to know I played a part in improving conditions for people and the environment."

David is a Water Resources Client Service Manager in Jones Edmunds' Tampa office. He has extensive experience applying GIS to solve water resource engineering problems and has worked in water resource engineering for over 35 years. During this time, David has developed numerous automation and work process advances using GIS to increase work quality and pace. He has created multiple database designs and GIS tools focused on hydrology, hydraulics, and water quality. David also has developed pre- and post-processing routines for HCSWMM, including a geodatabase template to aid in model quality assurance activities. Projects he has managed include designing and implementing a countywide stormwater model, model review and development, map modernization, watershed management planning, and floodplain mapping.

RELATED EXPERIENCE

[Curlew Creek Watershed Management Plan | Pinellas County | Project Manager](#) | David served as the Project Manager and assisted in developing the Curlew Creek and Smith Bayou WMP. This project included the development of an ICPR4 flood risk model and a SIMPLE seasonal water quality model. This WMP also had the development of BMPs and future risk analysis to address sea-level rise. Another unique aspect of this project included investigating critical storms and the effects of other rainfall distribution and depth data on predicted flood risks.

[Hillsborough River/Tampa Bypass Canal Watershed Master Plan Update | Hillsborough County | Project Manager](#) | David served as the Project Manager for the watershed management plan update. Jones Edmunds updated the watershed management plan to incorporate new Digital Topographic Information and updated Watershed Evaluation and Watershed Management Plan elements from the SWFWMD Guidelines and Specifications.

[Water Quality Management Plan | Sarasota County | Task Manager](#) | David served as Task Manager and helped develop comprehensive Water Quality Management Plans for watersheds within Sarasota Bay, focusing on the four SWFWMD areas of responsibilities, including literature searches, field investigations, data collection and development, data analyses, comprehensive plan writing, and public meetings.



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AREAS OF SPECIALIZATION:

- Water Resources
- Stormwater Management
- Watershed Management
- Geographic Information Systems
- Hydrology/Hydraulics
- Water Quality
- Floodplain Management

YEARS OF EXPERIENCE: 37

YEARS WITH FIRM: 15

EDUCATION:

Bachelor of Science, Civil Engineering

TRAINING:

Bioengineered Erosion Control Technology

Discovering the World Through GIS

Legislative Training

PROFESSIONAL CERTIFICATION:

Professional Engineer, #44714, FL

Geographic Information Systems

Professional (GISP), #00061924

AFFILIATIONS AND

MEMBERSHIPS:

Florida Floodplain Managers Association

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

AUSTIN WOOD, PE Watershed Management Planning

"Being part of a strong, resourceful team to assess and solve water issues for our clients and their citizens is what makes my work so rewarding. We are in this together and can and do make a difference."

Austin is a Civil Engineer focusing on water resources engineering with 15 years of experience working with clients in planning, designing, permitting, and managing water resources and environmental projects. Austin has served as Task Manager on several watershed management projects assessing flooding issues, identifying solutions, planning for water quality improvements, and managing current and future stormwater impacts for city and county agencies.

RELATED EXPERIENCE

Stormwater Master Plan and Vulnerability Assessment | Clay County | Project Engineer | Jones Edmunds is preparing the County's Stormwater Master Plan and was selected to assist the County with the Vulnerability Assessment. Austin performed TUFLOW HPC modeling and assisted with the Adaptation Plan.

Wildwood Watershed Management Plan | Southwest Florida Water Management District | Project Engineer | Austin was responsible for ICPR4 model parameterization and schematic development, model calibration and verification, floodplain mapping and analysis, drainage level of service, and developing and evaluating drainage improvement alternatives. To support this project, Jones Edmunds developed a TUFLOW HPC model to provide an initial assessment of flooding in the watershed.

Hillsborough River/Tampa Bypass Canal Watershed Master Plan Update | Hillsborough County | Project Engineer | Austin assisted with developing hydrologic and hydraulic model schematic and parameters. He collected data from existing construction plan sets and identified surveys.

Regional Model Support | St. Johns County | Project Engineer | Jones Edmunds assisted St. Johns County with development drainage review and miscellaneous drainage-related issues as needed. Austin reviewed the proposed site drainage performance and assessed the potential for adverse off-site drainage impacts.

Mosquito Lagoon Reasonable Assurance Plan | Volusia County | Project Engineer | Volusia County and related stakeholders were interested in developing a Reasonable Assurance Plan for the Mosquito Lagoon. The project included stakeholder involvement, development of a watershed model, assessment of water quality and biological conditions, estuarine response analysis, target setting, pollutant load reduction requirements, alternatives analysis, and plan development. Austin assisted with pollutant loading analyses and alternative development.



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AREAS OF SPECIALIZATION:

- Environmental Engineering
- Hydrologic Modeling
- Water Quality Modeling
- Stormwater Management Inspections
- Pipe Assessment

YEARS OF EXPERIENCE: 15

YEARS WITH FIRM: 9

EDUCATION:

Bachelor of Science, Civil Engineering

TRAINING:

Environmental Regulations Overview
Stormwater Management
Chemical Safety

PROFESSIONAL CERTIFICATION:

Professional Engineer, #77088, FL
Pipeline Assessment and Certification Program (PACP)
Lateral Assessment and Certification Program (LACP)
Manhole Assessment and Certification Program (MACP)
NASSCO, U-116-07002603

AFFILIATIONS AND MEMBERSHIPS:

American Society of Civil Engineers

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

KHANSITH BOUPHA, PE, GISP NPDES Program Assistance and Implementation

"Water Resources has been the focus of my career from the very beginning. I have been fascinated with using GIS, databases, and programming to improve how we manage our water resources. I will bring my expertise in applying GIS technology to Volusia County's water resource issues. What we do today will have far-reaching impacts."

Khan is a Chief Engineer and GIS/database programmer. He has direct experience with several facets of water resource management, including H&H modeling, Community Rating System (CRS), and developing GIS and database applications. His diverse skills have helped many communities navigate the new CRS manual and align the goals of many departments within those communities, resulting in improved CRS ratings. Khan has also authored several databases and GIS-linked applications for NPDES management, stormwater modeling, stormwater inventory, water quality analysis, and handheld applications for use in the field. He has experience using LiDAR to support water resource modeling and mapping projects. He is a Chief Engineer in Jones Edmunds' Water Resources Discipline.

RELATED EXPERIENCE

Program for Public Information | Hillsborough County | Project Manager
Khan worked with the County to establish a multi-jurisdictional PPI program and committee consisting of staff from the County and the Cities of Tampa, Plant City, and Temple Terrace. We also coordinated public stakeholders, including the real estate and insurance industries. Jones Edmunds assisted with reviewing outreach projects and developed the PPI report to support the County with their CRS documentation and provide recommendations for improving their CRS.

CRS Watershed Management Plan Development | St. Johns County | Senior Project Engineer
Khan provided senior-level quality control and guidance. Jones Edmunds developed a Watershed Management Plan for submission to FEMA to fulfill requirements under the CRS and achieve a higher CRS ranking for the County. The higher CRS ranking lowers the flood insurance rates for property owners in the County.

Little Manatee Watershed Management Plan | Hillsborough County | Project Manager
Khan was the task leader and provided technical support on all modeling and GIS data analyses. Hillsborough County hired Jones Edmunds to update the Little Manatee River WMP to reflect current conditions, address SWFWMD review comments and G&S, and convert the master plan model to HC-SWMM5 in the County's HC-GWIS geodatabase.

Little Sarasota Bay Model Maintenance | Sarasota County | QA/QC
Sarasota County contracted Jones Edmunds to conduct an update on the Little Sarasota Bay watershed model (ICPR) and associated GIS databases. Khan was the Senior Engineer responsible for Quality Assurance and Quality Control. He developed the methodology to construct a living terrain. This terrain can be continuously maintained and updated as projects are developed/built within an area of interest inside the terrain.



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AREAS OF SPECIALIZATION:

- Water Resources
- FEMA Assistance
- Hydrologic and Hydraulic Modeling
- Stormwater Design and Permitting
- Web, GIS, and Database Applications

YEARS OF EXPERIENCE: 24

YEARS WITH FIRM: 14

EDUCATION:

Master of Engineering, Water Resources
Bachelor of Science, Environmental Engineering

TRAINING:

Storm Water Low Impact Development Guidance

Discovering the World Through GIS

Bioengineered Erosion Control Technology

PROFESSIONAL CERTIFICATION:

Professional Engineer, #67549, FL

Geographic Information Systems Professional (GISP), #00003122

AFFILIATIONS AND MEMBERSHIPS:

Florida Arc Hydro Users Group (FLAHUG)

Florida Floodplain Managers Association

Florida Stormwater Association

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

BRUCE MYHRE, PHD, PE **Project Manager for Analysis/Design/Permitting** **Capital Improvement Projects**

"In over 30 years of engineering practice, I have worked on a wide variety of projects, many of which were about determining the impacts on water resources. I will bring my expertise to this project because this is a critical issue I have worked on."

Bruce is a Senior Project Manager in the Civil Discipline with over 30 years of experience providing project management, quality assurance, design, and permitting services for various infrastructure and site design projects, including roadway, stormwater, and site design. His experience includes client management, supervising interdisciplinary design teams, design, permitting, and construction oversight. He is familiar with stormwater and drainage improvements, HMGP-funded projects, and the permitting process with Florida's water management districts.

RELATED EXPERIENCE

Ariel Canal Water Quality Improvements | Volusia County | Project Manager | Bruce's responsibilities included coordinating with the client on scope and schedule, survey and historical resources subcontractors, and our design team. Jones Edmunds investigated and identified preliminary water quality improvement alternatives that combine innovative technologies into traditional best management practices to reduce the nutrient loading to the Mosquito Lagoon.

Vulnerability Assessment | St. Johns County | Project Engineer | Bruce assisted with the Adaptation Plan of this Resilient Florida Program Vulnerability Assessment, guided by the FDEP's recent guidance for completing Vulnerability Assessments. Jones Edmunds' services on the project included assistance with project management, coordination of public outreach events, mapping of flooding and sea level rise impacts, adaptation planning, grant funding, and linkages of this project to the Community Rating System.

E St. Johns Avenue Roadway Improvements | St. Johns County | Project Manager | Bruce served as Project Manager and Engineer of Record for the design of elevating E St. Johns Avenue out of the 25-year/24-hour flood zone. The project involved analyzing stormwater improvement alternatives for roadway flooding. The project was permitted through FDEP and SJRWMD.

N Holmes Blvd – King Street Extension Drainage Improvements | St. Johns County | Project Manager | Bruce was the Project Manager for the N Holmes Boulevard - King Street Extension roadway and drainage improvements project. The project design included elevating N Holmes Boulevard at the intersection of King St Ext. The project included evaluating a regional stormwater facility and was permitted through FDEP and SJRWMD.



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AREAS OF SPECIALIZATION:

- Stormwater/Drainage Improvements
- Roadway Design
- Site Design
- Services During Construction
- Water and Wastewater Distribution

YEARS OF EXPERIENCE: 34

YEARS WITH FIRM: 10

EDUCATION:

Doctorate, Agricultural Engineering

Master of Engineering, Agricultural Engineering

Bachelor of Science, Agricultural Engineering

TRAINING:

Distressed Pavements Identification

Work Zone Traffic Control

Roundabouts

PROFESSIONAL CERTIFICATION:

Professional Engineer, #50634, FL

AFFILIATIONS AND MEMBERSHIPS:

American Society of Civil Engineers

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

MATTHEW O'BRIEN, PE Analysis/Design/Permitting Capital Improvement Projects

"Ever since I was a kid, I've always had a passion for engineering. Working on challenging engineering and stormwater projects is very rewarding, especially when a finished product is constructed, and the community benefits from it daily."

Matt is a Senior Engineer in the Civil Design Department specializing in civil, stormwater, roadway engineering, and wetland mitigation design, and he is an expert in traffic analysis. As part of Matt's designs, he has created numerous road plans, signboards, pavement markings, signalizations, and wetlands mitigation. Various traffic impact studies have also been performed using SYNCHRO and HCS software. He is certified through FDOT in Advanced Maintenance of Traffic. Matt is familiar with AutoCAD and MicroStation software packages.

RELATED EXPERIENCE

Lake Monroe Baffle Boxes | Volusia County | Project Engineer | Matt is providing design, permitting, QA/QC, and utility coordination for this project. Jones Edmunds is providing design and permitting of five projects to improve the water quality in Lake Monroe.

Stormwater Master Plan and Vulnerability Assessment | Clay County | Project Engineer | Matt assisted with the Adaptation Plan for this project. Jones Edmunds is preparing the County's Stormwater Master Plan and was selected to assist the County with the Vulnerability Assessment.

KSC Visitor Center Stormwater Study | NASA | Project Engineer | Matt was the lead civil engineer, developing recommended solutions for civil engineering projects with sketches and cost opinions.

South Holmes Drainage Improvement Project | St. Johns County | Engineer of Record | Matt designed multiple areas of culvert, drainage, and roadway improvements for this CDBG-funded project. He also coordinated with FEC, FPL, AT&T, and COSA for permitting and utility improvements.

Pavement Management Program Construction Administration | St. Johns County | Resident Engineer | Matt serves as the Resident Engineer for the County's Pavement Management Program. This includes field reviews and contractor coordination.

Holmes Blvd – West King Street Drainage Improvements St. Johns County | Engineer of Record | Matt was the Engineer of Record for stormwater design and ICPR modeling. Jones Edmunds designed and permitted the drainage system and stormwater pond associated with intersection improvements at West King Street and Holmes Boulevard. This involved reviewing existing drainage plans for West King Street, Holmes Boulevard, and Fox Creek RST and developing cost-effective alternatives.



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AREAS OF SPECIALIZATION:

- Roadway Drainage and Design
- Wetland Mitigation Design
- Environmental Resource Permitting
- Stormwater Treatment Design
- Site Development
- Traffic Impact Studies

YEARS OF EXPERIENCE: 17

YEARS WITH FIRM: 17

EDUCATION:

Bachelor of Science, Civil Engineering

TRAINING:

APWA - Roadway Inventory & Condition Assessment

Fundamentals of Roadway Design

Laws & Rules for Florida Engineers

PROFESSIONAL CERTIFICATION:

Professional Engineer, #73893, FL

FDOT Advanced Temporary Traffic Control (TTC) #46139

Qualified Stormwater Management Inspector, FL #37646

AFFILIATIONS AND MEMBERSHIPS:

American Society of Civil Engineers

American Public Works Association

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

JOHN HARVEY, PE, LEED AP Analysis/Design/Permitting Capital Improvement Projects

"Understanding and managing scope, schedule, and budget on behalf of our clients is my passion. I enjoy communicating with project stakeholders and engaging our project teams in successfully executing projects to achieve project goals and exceed our clients' expectations."

John is a Senior Project Manager in Jones Edmunds' Civil Discipline. He has over 36 years of experience in civil engineering, highway design and drainage, construction, and land development. John has taken an active technical and management role in the programming, research, analysis, design development, documentation, and QA/QC for numerous multi-disciplinary projects. John's career has emphasized large transportation and commercial site development projects requiring effective planning and coordination of significant internal resources and external specialty disciplines.

RELATED EXPERIENCE

Drainage Improvements | Hillsborough County | Project Manager | Jones Edmunds was retained by Hillsborough County for a multiyear stormwater design and general engineering services contract. John is the overall Project Manager for Jones Edmunds' services related to this contract, which includes individual authorizations for developing construction plans and specifications for major culvert replacements and analysis and design and construction document preparation for implementing improvements to historical, localized flooding problems within the County. John manages Jones Edmunds' internal resources and multiple subconsultants necessary to complete the services. This contract currently consists of nine individual authorizations totaling nearly \$1.2M in fees. Select examples of these include:

- **Habana Culvert Replacement:** Replacing multiple existing culverts and associated drainage structures along N. Habana Ave.
- **Chelsea Street Culvert Replacement:** Replacing twin 42" HDPE culverts with two 42" RCP culverts in an area with significant major utility conflicts.

Engineering Services During Construction of Vehicle Assembly Building Pipes | NASA | Project Engineer | John is assisting with ESDC for this project which refreshes a 2014 design by Jones Edmunds for NASA at KSC. The project upgrades various piping systems within the Vehicle Assembly Building (VAB), including stormwater collection, sanitary sewer collection, and potable water distribution.

Central/South Basin Drainage Improvements | City of Jacksonville Beach | Project Engineer | Jones Edmunds is assisting the City of Jacksonville Beach with designing, permitting, bidding, and construction-phase services for various stormwater improvements in the Central and South basins. John is assisting with cost estimates.



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AREAS OF SPECIALIZATION:

- Civil and Transportation Design
- Construction
- Land Development
- Project Management
- Planning
- Zoning
- Permitting

YEARS OF EXPERIENCE: 36

YEARS OF EXPERIENCE: 1

EDUCATION:

Master of Science, Civil Engineering
Bachelor of Science, Civil Engineering

TRAINING:

Bioengineered Erosion Control Technology
Business of Consulting
Project Management

PROFESSIONAL CERTIFICATION:

Professional Engineer, #64570, FL
LEED Accredited Professional

AFFILIATIONS AND MEMBERSHIPS:

Florida Association of County Road Engineers and Supervisors

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

MERI BEYER, PE

Analysis/Design/Permitting Capital Improvement Projects

"I want to make a positive impact on the world, and the projects I work on give me the opportunity to make a difference. I enjoy serving our clients by solving problems related to drainage, utilities, and transportation that are critical to well-functioning communities and improving the quality of life for people."

Meri is an Engineer in the Jones Edmunds Civil/ Environmental Discipline. She has experience with project management, stormwater design, utilities infrastructure design, and construction phase services for commercial developments and residential subdivisions. She has prepared site plans and design specifications, assisted with permitting, and conducted site inspections.

RELATED EXPERIENCE

East Grove Drainage Improvements | Hillsborough County | Engineer | Meri is supporting this project to improve and eliminate repetitive roadway flooding along the south side of East Grove Avenue. The design will improve the floodplain level of service by adding inlets and storm sewers to collect and convey stormwater runoff away from the depression area on the south side of East Grove Avenue.

Buckingham Drive Exfiltration System | Volusia County | Engineer | Meri is assisting with designs and cost estimating on the Buckingham Drive Exfiltration System project for Volusia County. The project is an identified stormwater best management practice (BMP) that, once implemented, would work towards meeting the total maximum daily load (TMDL) goals for reducing nutrients to the Halifax River. The project entails replacing the existing reinforced concrete pipe along Buckingham Drive with an exfiltration trench, installing a weir structure at the downstream end of the proposed exfiltration, and retrofitting the outfall at the Halifax River with the installation of a baffle box.

Lake Monroe Baffle Boxes | Volusia County | Engineer | Meri is assisting with edits and cost estimating on the Lake Monroe Baffle Boxes project. The project involves designing and permitting baffle boxes on existing stormwater pipes at four separate locations and an existing wet pond upflow filter retrofit with a new wet pond and one location.

Experience prior to Jones Edmunds:

- Managed projects totaling approximately \$2.5 million in fee
- Design tasks included master drainage design, commercial developments, residential subdivisions, sediment and erosion control, utility distribution and collection systems, and construction phase services
- Prepared site plans, stormwater drainage and utility systems design, and design specifications
- Permitted with regulatory agencies
- Conducted site inspections



AREAS OF SPECIALIZATION:

- Project Management
- Stormwater Drainage Design
- Distribution and Collection System Design
- Sediment and Erosion Control
- Construction Phase Services

YEARS OF EXPERIENCE: 9

YEARS WITH FIRM: >1

EDUCATION:

Master of Education, Elementary Education

Bachelor of Science, Civil Engineering

TRAINING:

Technical Writing

Public Speaking

Global Diversity

PROFESSIONAL CERTIFICATION:

Professional Engineer, #64439, FL

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

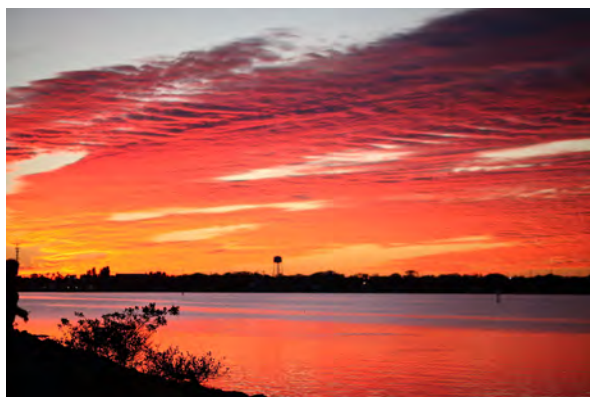
Environmental Science Associates (ESA) is a multi-disciplined environmental consulting firm serving clients ranging from government agencies to nonprofits to private industry.

On December 29, 2023, ESA and Janicki Environmental, Inc. officially joined forces. This union was a natural next step for both firms as we have teamed together on multiple projects across the Southeast for over two decades. Together, the ESA-Janicki team are now able to seamlessly provide a substantial range of technical services related to water quality, aquatic ecology, and natural systems restoration and management.

Formed in 1969, ESA brings more than 50 years of experience in a wide range of environmental services, including:

- Environmental assessments and impact statements
- Natural resource planning and management
- Regulatory analysis, permitting, and compliance
- Environmental monitoring program design and implementation
- Biological, cultural, and water resource studies and investigations
- Water quality (TMDLs/BMAPs) impairment assessments and compliance
- Ecosystem restoration and mitigation design
- Land and wildlife management services
- State and federal environmental grant writing
- National Environmental Policy Act management and review
- Geospatial analysis and remote sensing
- Climate adaptation planning and resilience solutions

ESA employs more than 700 environmental scientists, planners, engineers, and cultural resource experts nationwide; with more than 70 staff in Florida and offices in Orlando, Tampa, Sarasota, Boynton Beach, and Pensacola. Through diverse practice groups and multiple offices nationwide, ESA's nimble, multidisciplinary teams provide world-class expertise combined with attentive client service to deliver innovative and cost-effective solutions to our client's most challenging environmental issues. ESA is an employee-owned firm with a demonstrated record of corporate stability and controlled growth – important factors that foster trusting and enduring partnerships with clients.



Jones Edmunds has been teaming on similar projects and contracts with ESA since 2017 and with Janicki Environmental since 2007. Janicki Environmental/ESA was an important part of the Mosquito Lagoon Reasonable Assurance Plan and subsequent Annual Reports. They have also performed assessments on other Volusia County water bodies and provided water quality monitoring recommendations to the County.



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



Anthony J. Janicki, PhD

Senior Principal Scientist



AVAILABILITY
25%

BUSINESS ADDRESS
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tjanicki@esassoc.com

50 YEARS' TOTAL EXPERIENCE

- 24 years with ESA / Janicki
- 16 years working as a subconsultant to Jones Edmunds & Associates

EDUCATION

Ph.D., Biology, West Virginia University

M.S., Biology, West Virginia University

B.S., General Science, Gannon University

Dr. Janicki's expertise is recognized in the areas of aquatic ecology, water quality modeling and assessments, monitoring program design, limnology, estuarine ecology, and biological assessments. Janicki Environmental, Inc. has been heavily involved in water quality issues related to Florida's Impaired Water Rule, Total Maximum Daily Loads, Minimum Flows and Levels, and Basin Management Action Plans, including revision of the Indian River Lagoon TMDL and development of the Mosquito Lagoon BMAP. He has worked with a number of local government agencies to develop watershed management plans and to address alternative water supply and TMDL issues. His clients include the Tampa Bay, Sarasota Bay, and Coastal & Heartland NEPs, the Florida Department of Environmental Protection, and the Southwest Florida, South Florida, St. Johns River, Suwannee River, and Northwest Florida water management districts, as well as numerous counties and cities throughout Florida.

Relevant Experience

Mosquito Lagoon Reasonable Assurance Plan. Volusia County, FL. Dr. Janicki was project manager as part of the team developing the Mosquito Lagoon Reasonable Assurance Plan. This effort included review of the existing numeric nutrient criteria and proposed updated criteria following the methodology laid out by FDEP. It also included review of the existing seagrass and water quality data, with evaluation for statistically significant relationships between the ambient water quality data and watershed loads and intersegment fluxes using empirical models to determine nutrient loading targets. A reference period methodology was used to propose targets, and a mechanistic modeling approach will be attempted once the water quality model for the lagoon, currently under development, becomes available. This project provides a plan to protect Mosquito Lagoon and provide FDEP and EPA assurance that Mosquito Lagoon will meet its designated use. The plan was recently adopted by FDEP.

Blue Cypress Lake Water Quality Study. Indian River County, FL. Dr. Janicki directed an evaluation of water quality and trends in tributary water quality, finding no similar increasing trends in phosphorus in three major surface water sources to the lake. He oversaw development and implementation of a phosphorus budget for the lake, which indicated that prior to 2013, when application of Class B biosolids began on Pressley Ranch, phosphorus inputs to the lake exceeded outputs. Since 2013, more phosphorus left the lake than entered the lake, per the phosphorus budget, indicating an unaccounted for source of phosphorus. Assuming that 10% of the annual phosphorus applied to Pressley Ranch reached the lake would account for the extra phosphorus leaving the lake. The results of this study were presented to the Board of County Commissioners, which extended the moratorium on application of Class B biosolids in the County. Dr. Janicki also presented on biosolids at the Florida Stormwater Association 2020 annual conference, including a summary of the Blue Cypress Lake work, and was an invited guest speaker at the 2018 Regional Biosolids Symposium for the Treasure Coast Regional Planning Council, discussing the challenges and solutions surrounding biosolids disposal.

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



Raymond Pribble, PhD

Principal Scientist



AVAILABILITY
35%

BUSINESS ADDRESS
5404 Cypress Center Drive,
Suite 125, Tampa, FL 33609

PHONE/EMAIL
727.543.3224
rpribble@esassoc.com

35 YEARS' TOTAL EXPERIENCE

- 24 years with ESA / Janicki
- 12 years working as a subconsultant to Jones Edmunds & Associates

EDUCATION
Ph.D., Marine Science,
University of South
Florida

B.S., Physics, Centre
College

Dr. Pribble is an ecosystem modeler and analyst with more than 35 years of experience. His areas of expertise include hydrodynamic and water quality modeling, ecosystem analysis, watershed pollutant loading development, and biochemical cycling systems. He is responsible for project management, project planning, hydrodynamic and water quality model development and implementation, and data analysis. He has been heavily involved in water quality issues related to Florida's Impaired Water Rule, Total Maximum Daily Loads, and Minimum Flows and Levels. He has worked with many local counties and municipalities on issues including watershed management plans, NPDES permit reporting, and TMDL review and development.

Relevant Experience

Indian River Lagoon BMAP Support. Brevard County, FL. Janicki Environmental (now ESA) worked with a group of stakeholders in the Indian River and Banana River Lagoons in assessing the scientific merit of TMDLs established for the Northern portion of the Indian River Lagoon system. The initial phase of this project included data compilation, assessment, and TMDL approach development. Using the data compiled and following the approach, the objective of the second phase was determination of targets and assimilative capacity for the IRL and development of TMDL load reductions. ESA worked closely with stakeholders and FDEP in development of the approach for TMDL revision, and provided extensive evaluation of empirical relationships between loadings, water quality, and seagrass. Dr. Pribble's role included development of atmospheric deposition loading estimates to the estuary and evaluation of empirical relationships between loadings and water quality and seagrass responses to aid in TMDL revision.

Silver River Hydrodynamic Model. St. Johns River Water Management District, FL. Dr. Pribble assisted the District in a modeling study of the Silver River aimed at investigating the potential for alteration of the flow/stage relationship in the river due to increased vegetation resistance along the river. The model was developed to account for flow constraint effects associated with SAV in the river channel, which results in significant longitudinal head differences and plays a primary role in flow responses to spring discharge. His role included development of an EFDC hydrodynamic model grid system and model testing as part of the model development for the Silver River and portions of the Ocklawaha River.

HESM Technical Review Support. South Florida Water Management District, FL. Dr. Pribble has been providing technical review assistance to the SFWMD Hydrologic & Environmental Systems Modeling (HESM) Department since 2011, including technical reviews of work products describing watershed assessment and management tools developed for Everglades Restoration Projects. This assistance includes model peer reviews, review of modeling strategies, and review of work products for a variety of model disciplines including hydrologic, hydraulic, hydrodynamic, flood protection, water quality, and ecological modeling.

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



Michael R. Wessel, MSPH

Principal Scientist



AVAILABILITY

35%

BUSINESS ADDRESS

5404 Cypress Center Drive,
Suite 125, Tampa, FL 33609

PHONE/EMAIL

727.251.4573
mwessel@esassoc.com

30 YEARS' TOTAL EXPERIENCE

- 20 years with ESA / Janicki
- 12 years working as a subconsultant to Jones Edmunds & Associates

EDUCATION

MSPH, Biostatistics, University
of South Florida,

B.S., Marine Biology, UNC,
Wilmington

Mr. Wessel is a quantitative ecologist and statistician with 30 years of experience as a professional scientist, with specialization in application of stochastic modeling techniques of ecological data to inform science-based decision making. Mr. Wessel has been instrumental in providing technical support for hydrobiological monitoring programs associated with water use permits for potable water supply, designing and optimizing water quality and biological monitoring programs, and analyzing flow, water quality, fish, and benthic macroinvertebrate data to quantify the effects of natural resource management activities. He has developed stressor-response models to determine appropriate water quality thresholds based on important ecological endpoints, and performed analyses related to regulatory aspects of the State of Florida's Department of Environmental Protection Impaired Waters Rule. He has supported three of Florida's five Water Management Districts in developing Minimum Flows and Levels, and was a principal investigator for an EPA-funded study to develop numeric nutrient criteria for southwest Florida tidal creeks.

Relevant Experience

Tidal Creeks Numeric Nutrient Study, Sarasota Bay Estuary Program. Mr. Wessel served as principal investigator of an EPA-funded study to accelerate research of Florida tidal creek habitats to aid in their proper management. The study focused on developing water quality concentration targets and thresholds protective of the biological integrity of southwest Florida tidal creeks. Mr. Wessel was responsible for all aspects of the study including developing conceptual models to formulate the study hypotheses, developing a creek classification and selection system, designing a sampling scheme, overseeing data collection and quality control, and analyzing the collected data to make recommendation on protective targets and thresholds to guide actions for tidal creeks protection and restoration for all 306 tidal creeks in southwest Florida. This multidisciplinary project included analyzing water column and sediment nutrient concentrations, conducting stable isotope analysis, and assessing data collected on estuarine-dependent fish communities as a biological response endpoint to identify stewardship goals and regulatory limits for tidal creek water quality.

Scientific Support for MFLs. St. Johns River Water Management District, FL. Mr. Wessel conducted a project for the SJRWMD to review and improve stochastic methodologies for hindcasting Upper Floridan Aquifer (UFA) levels using autoregressive integrated moving average (ARIMA) models in support of MFL development for District lakes with connections to the UFA. The objective of the effort was to develop predictions of a long-term C120 timeseries back to ca. 1900 using observed data from 1960 through 2014. The predicted timeseries was to be used as input into a mechanistic surface water model to evaluate inundation frequencies and other aspects of establishing minimum flows and levels (MFLs).

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



JON S. PERRY, GISP

Senior Scientist



AVAILABILITY

25%

BUSINESS ADDRESS

505 S Orange Avenue, Suite 101,
Sarasota, FL 34236

PHONE/EMAIL

813.736.1262
jperry@esassoc.com

25 YEARS' TOTAL EXPERIENCE

- 9 years with ESA / Janicki
- 16 years working as a subconsultant to Jones Edmunds & Associates

EDUCATION

Graduate Certificate,
Geographic Information
Systems, University of South
Florida, 2009

B.S., Earth Science, Norwich
University, 1990

CERTIFICATIONS/ REGISTRATION

Certified Geographic
Information Systems (GIS)
Professional (GISP). Certificate
No. 58956

Mr. Perry has more than 25 years of experience collecting and analyzing the physical, chemical, and biological properties of aquatic systems throughout Florida. His areas of expertise include monitoring design, watershed assessment (status and trends), pollutant loading and hydrodynamic modeling, and geographic information system technology. He has regulatory experience with developing Minimum Flows and Levels (MFLs), Total Maximum Daily Loads (TMDLs), Reasonable Assurance Plan development, and National Pollution Discharge Elimination Systems (NPDES) reporting. His principal responsibilities are focused on providing clients with technical analysis to aid decision making.

Relevant Experience

Mosquito Lagoon Reasonable Assurance Plan. Volusia County, FL. Mr. Perry was a member of the team developing the Mosquito Lagoon Reasonable Assurance Plan for Volusia County and several municipal stakeholders. Mr. Perry was responsible for the review of the existing numeric nutrient criteria and proposing updated criteria following the methodology laid out by FDEP. He also reviewed the existing seagrass and water quality data and searched for statistically significant relationships between the ambient water quality data and watershed loads and intersegment fluxes using empirical models to determine nutrient loading targets. A reference period approach was used to propose targets until a mechanistic modeling approach becomes available. The results of this project will provide Volusia County and the other stakeholders a plan to protect Mosquito Lagoon and provide FDEP and EPA assurance that Mosquito Lagoon will meet its designated use.

Blue Cypress Lake Water Quality Study. Indian River County, FL. As part of a team contracted by Indian River County to assess water quality data associated with Blue Cypress Lake to identify causative factors for increasing trends in phosphorus, Mr. Perry assisted in an evaluation of water quality and trends in tributary water quality, finding no similar increasing trends in phosphorus in three major surface water sources to the lake. He also implemented a phosphorus budget for the lake, which indicated that prior to 2013, when application of Class B biosolids began on Pressley Ranch, phosphorus inputs to the lake exceeded outputs. Since 2013, more phosphorus left the lake than entered the lake, per the phosphorus budget, indicating an unaccounted for source of phosphorus. Assuming that 10% of the annual phosphorus applied to Pressley Ranch reached the lake would account for the extra phosphorus leaving the lake. The results of this study were presented to the Board of County Commissioners, which extended the moratorium on application of Class B biosolids in the County.

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



Daryll Joyner

Technical Expert


AVAILABILITY

50%

BUSINESS ADDRESS

5404 Cypress Center Drive,
Suite 125, Tampa, FL 33609

PHONE/EMAIL

850.525.4101
djoyner@esassoc.com

39 YEARS' TOTAL EXPERIENCE

- <1 year with ESA
- <1 year working as a subconsultant to Jones Edmunds & Associates

EDUCATION

M.S., Biological
Oceanography, Florida
State University

B.S., Zoology, University
of North Carolina

Daryll is a senior environmental scientist with more than 37 years of experience in the Florida Department of Environmental Protection's (FDEP) surface water programs and 2 years of experience with private consulting. Daryll has extensive experience leading innovative surface water quality programs for FDEP, including delegation and coordination of the National Pollutant Discharge Elimination System (NPDES) wastewater program; development of Water Quality Based Effluent Limitations (WQBELs) and mixing zones; development of FDEP's Total Maximum Daily Load (TMDL), Basin Management Action Plan (BMAP), and Impaired Waters Assessment Programs; creation of FDEP's water quality credit trading program; and development and implementation of Florida's numeric nutrient criteria (NNC).

Relevant Experience

Senior Environmental Scientist. As a senior environmental scientist, Daryll served as project manager or team member on a wide variety of projects that involved Florida's surface waters or discharges to Florida's surface waters. Example projects include helping a client with development of a WQBEL for their industrial wastewater discharge, helping a public water supply better protect their surface source waters by providing input on development of appropriate water quality standards, providing technical support to FDEP on a periphyton study to help assess streams for nutrient impairment, providing permitting guidance for a project using reclaimed water to rehydrate wetlands before discharging to surface waters, and developing a client's Onsite Sewage Treatment and Disposal System Remediation Plan pursuant to the Clean Waterways Act.

FDEP. Program Administrator. As Administrator of the Water Quality Standards Program, Daryll was responsible for managing all facets of the Standards Program, including the Triennial Review of water quality standards, development of new and revised water quality criteria, evaluation of requests for reclassifications and Site-Specific Alternative Criteria, and designation of Outstanding Florida Waters. He directed the Program's development and adoption of NNC and assisted with implementing NNC in wastewater permits, 303(d) assessments, and TMDLs. Under his tenure, Daryll added new program duties for coordination of Level II WQBELs and mixing zone reviews. The Program also carried out a variety of special projects, including management of the Department's Quality Assurance (QA) Program and development and implementation of the Department's Bioassessment Program.

FDEP. Bureau Chief. As Chief of the Bureau of Assessment and Restoration Support, Daryll was responsible for administration of the State's Water Quality Standards, Impaired Waters, and Ambient Monitoring Programs. He interacted with Division management to establish priorities, develop Bureau budgets, and help develop draft legislation, as needed. Daryll coordinated the Pollutant Trading Policy Advisory Committee to develop recommendations for Florida's Water Quality Credit Trading (WQCT) Program and primary author of the WQCT rule.

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



Proposed Project Organizational Chart

SUBCONSULTANT:

Environmental Science Associates, Inc.

VOLUSIA COUNTY

Contract and Client Services Manager

Mark Nelson, PE

**Funding Assistance and
Public Outreach**

Jamie Bell, PE
Kelly Flowers Hass, MBA

**Quality Assurance/
Quality Control**

Brett Cunningham, PE, ENV SP
Fred Hoyt, MBA, PE

**NPDES Program Assistance
and Implementation**

Benjamin Bukata, MS, PWS, AA
Project Manager

Khansith Bouphe, PE, GISP
Mark Nelson, PE

**TMDL Program Assistance
and Implementation**

Brett Cunningham, PE, ENV SP
Project Manager

Benjamin Bukata, MS, PWS, AA
Mark Nelson, PE
Anthony Janicki, PhD
Raymond Pribble, PhD
Mike Wessel, MSPH
Jon Perry, GISP
Daryll Joyner

**Watershed Management
Planning**

Justin Gregory, PE
Project Manager

Thy Do, PE, CFM
David Jones, PE, GISP
Austin Wood, PE
Anthony Janicki, PhD
Raymond Pribble, PhD
Mike Wessel, MSPH

**Analysis/Design/Permitting
Capital Improvement Projects**

Bruce Myhre, PhD, PE
Project Manager

Matthew O'Brien, PE
John Harvey, PE
Meri Beyer, PE

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

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

dbpr Department of Business & Professional Regulation

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LICENSEE DETAILS

Licensee Information

Name:	JONES, EDMUNDS & ASSOC INC. (Primary Name)
Main Address:	13545 PROGRESS BLVD. SUITE 100 ALACHUA, Florida 32615
County:	ALACHUA

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	1941
Status:	Current
Licensure Date:	05/10/1977
Expires:	

Special Qualifications

Qualification Effective	
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LICENSEE DETAILS

This is a business tracking record only. Click here for information on how to verify that this business is properly licensed.

Licensee Information

Name:	JONES, EDMUNDS & ASSOCIATES, INC. (Primary Name)
Main Address:	730 NE WALDO ROAD GAINESVILLE, Florida 32641
County:	ALACHUA

License Mailing:

730 NE WALDO ROAD GAINESVILLE, FL 32641
ALACHUA

License Information

License Type:	Geology Business Information
Rank:	Business Info
License Number:	
Status:	Current/Active
Licensure Date:	10/08/1992
Expires:	

Special Qualifications

Qualification Effective	
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Alternate Names

View Related License Information
View License Complaint

State of Florida Department of State

I certify from the records of this office that JONES, EDMUNDS & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on May 14, 1974.

The document number of this corporation is 452905.

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 4, 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 Fourth day of January, 2024



[Signature]
Secretary of State

Tracking Number: 7292598060CC

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

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

 **Florida dbpr** Department of Business & Professional Regulation

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Licensee

Name:	ENVIRONMENTAL SCIENCE ASSOCIATES CORPORATION	License Number:	31725
Rank:	Registry	License Expiration Date:	
Primary Status:	Current	Original License Date:	06/13/2016

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
80940	Current, Active	BATTALIO, ROBERT THOMAS	Registry	05/05/2016	Professional Engineer	02/28/2025
70856	Current, Active	FLYNN, BRYAN DAVID	Registry		Professional Engineer	02/28/2025

Page 1 of 1

State of Florida Department of State

I certify from the records of this office that ENVIRONMENTAL SCIENCE ASSOCIATES CORPORATION is a California corporation authorized to transact business in the State of Florida, qualified on March 20, 2000.

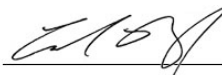
The document number of this corporation is F00000001598.

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 5, 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 Fifth day of January, 2024*




Secretary of State

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16.2

FIRM QUALIFICATION DATA

May 9, 2024

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

JonesEdmunds 
YEARS 1974-2024
13545 Progress Boulevard, Suite 100
Alachua, FL 32615
352.377.5821

RE: RSQ #24-SQ-101KW Professional Stormwater and Environmental Engineering Services

Dear Ms. Williams and Members of the Selection Committee:

The County needs dedicated engineering assistance to implement various projects to address water quality improvements, regulatory requirements, aging infrastructure, and drainage issues, especially with the **potential implications of the new Statewide Stormwater Rule and the Springs-related BMAP load allocations and increased emphasis on resilience**. Jones Edmunds and Environmental Science Associates are pleased to present a highly qualified and experienced project team for the County's stormwater and environmental engineering services – a nearly identical team to the one that has been providing high-quality stormwater and environmental services to the County for nearly 15 years. We are exceptionally well suited to provide these services. We are eager to offer our technical expertise and comprehensive understanding of the financial, regulatory, and environmental realities that must be addressed to successfully complete projects under this contract.

Jones Edmunds has served the County under a continuing services contract since 2007 in water resources, regulatory compliance, and stormwater/drainage design. **We are committed to continuing to be a trusted partner focused on providing unrivaled service to the County.** Our experienced team is dedicated to the following:

Understanding Your Needs. We understand the challenges that the County faces with stormwater management and environmental issues: addressing water quality (Total Maximum Daily Load [TMDL], Basin Management Action Plan [BMAP], Reasonable Assurance Plan [RAP]), resilience, flooding, regulatory compliance, and an aging infrastructure – all within a limited budget.

- The County's ability to fund required projects must consider grant funding to address needs promptly. We have successfully assisted the County in securing grant funding, helping obtain St. Johns River Water Management District (SJRWMD) and Department of Environmental Protection (DEP) grants for the Gabordy Canal and Ariel Canal projects.
- We helped the County and its stakeholders develop a Reasonable Assurance Plan (RAP) for Mosquito Lagoon instead of waiting on the normal TMDL/BMAP process, and we have provided the subsequent Annual Reports. The County's investment in the Mosquito Lagoon RAP likely saved millions of dollars in implementation and put it years ahead of the normal TMDL process for restoration.

Complete and Qualified Team. Jones Edmunds has put together a complete team with expertise in National Pollutant Discharge Elimination System (NPDES) program assistance; water quality/TMDL assistance; watershed management planning; stormwater design, planning, and construction; and grant funding.

- Our water resources professionals have developed over 50 basin studies, watershed management plans, and stormwater master plans, covering thousands of square miles over the last five years in Florida.
- Our civil design professionals have extensive experience designing and permitting a wide range of stormwater best management practices – conventional and green stormwater infrastructure – and using natural systems (e.g., Sweetwater Wetlands Park, one of the State's largest and most successful treatment wetlands parks).

- Our team maintains leadership positions in professional stormwater organizations, which keeps us current with changes and allows better access to help shape legislation and rulemaking. For example, we were active through the Florida Stormwater Association and the American Council of Engineering Companies on the newly passed Statewide Stormwater Rule.
- Our team developed Florida's first LID Manual for Sarasota County and the Southwest Florida Water Management District (SWFWMD) and a second LID Manual for Duval County and the SJRWMD. It assisted Alachua County with its LID Manual.
- Jones Edmunds has a long-standing and well-earned reputation as a leader in efficient stormwater model development and analysis using GIS-based processing tools.

Water Quality Expertise. Jones Edmunds offers a strong team with recognized State experts in impaired water body analysis, watershed planning and restoration, and water quality regulations.

- The Jones Edmunds team includes state-recognized stormwater experts, such as Tony Janicki, PhD, one of the State's foremost authorities on estuarine NNC and TMDLs, whom we have worked with for nearly 20 years.
- The Jones Edmunds team has significantly contributed to some of Florida's most complex load-allocation processes (e.g., the Lower St. Johns River, Indian River Lagoon, and Tampa Bay TMDLs) and has played a significant role in several existing RAPs.
- We have a proven record of developing cost-effective, innovative strategies for required load reductions in the BMAP/RAP process.
- Our targeted approach to water quality monitoring has resulted in lower TMDL-required reductions.
- Our team knows how to provide cost-effective approaches to BMAP/RAP projects and offers the County unparalleled experience in cost savings and funding assistance.

Funding Assistance. Jones Edmunds has a long history of assisting communities/municipalities, including Volusia County, with many funding issues. Communities routinely face the financial pressures of providing quality services to citizens. We have the distinction of having 100 percent of our water quality improvement projects receive grant funding.

We value our relationship with the County, which is built on trust, listening, and working to meet your technical, scheduling, and financial goals. We welcome the privilege of joining your team and continuing our relationship with the County. If you have any questions or comments regarding our qualifications, please contact us at (352) 377-5821.

Sincerely,



Mark Nelson, PE
Contract and Client Services Manager
352.870.9038
mnelson@jonesedmunds.com



Brett Cunningham, PE, ENV SP*
QA/QC and Managing Director
352.871.7048
bcunningham@jonesedmunds.com



Stanley Ferreira, Jr., PE*
President & CEO
904.631.2202
rferreira@jonesedmunds.com

*Authorized agents of the firm

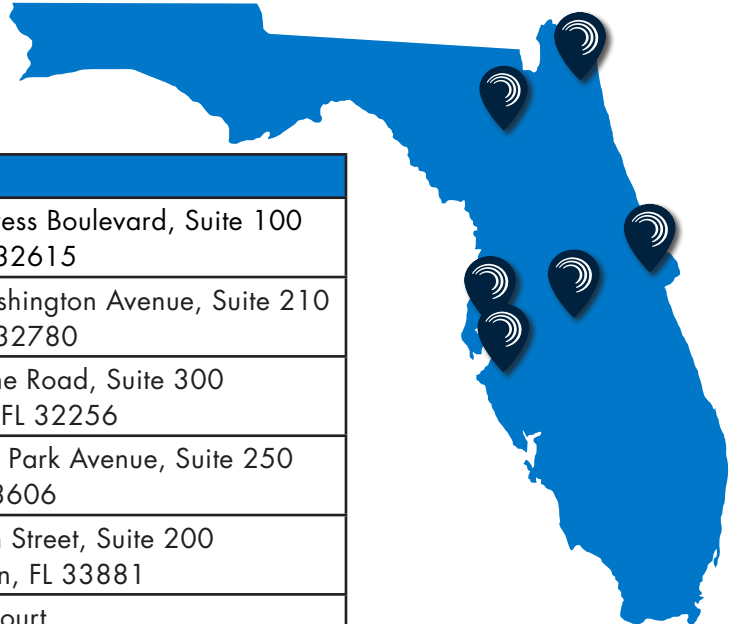
FIRM HISTORY

Jones Edmunds is a Florida-based, multidisciplinary engineering corporation providing quality consulting services to governmental entities in Florida since 1974. Our focus on local governments not only provides us with a complete understanding of the needs and issues facing local governments but also allows us to always keep the best interests of our citizens at the forefront.

At Jones Edmunds, quality means more than just an excellent technical product – it means being responsive to the needs of our clients, providing staff experienced in the specific disciplines required for this project, listening to and understanding the goals and expectations, and communicating throughout each phase of projects to achieve the desired outcome. Because of this exceptional dedication and service for 50 years, we have developed many longstanding professional relationships with clients who know they can rely on us. We have been serving Volusia County since 2007 and are excited by this opportunity to continue our service to the County and be an extension of the County’s staff.

LEGAL ENTITY TYPE, SUNBIZ REPORT, and OWNERSHIP INTEREST

Our organizational and management structure is client-focused to provide responsive service tailored to the needs of your project, level and type of staff expertise, and the required number and type of staff resources to achieve the County’s goals and project success factors, such as budgets and schedule. We created an organizational structure independent of office location. We organize staff according to the primary disciplines for which we provide clients services: water resources, infrastructure (water/wastewater), and environmental/civil, which includes solid waste. Jones Edmunds is an S-corporation organized under the laws of the State of Florida, filed on May 14, 1974. Documentation can be found on the following two pages, along with a recent Sunbiz report. Since our founding in 1974, our focus has been on building long-term relationships with our clients throughout both organizations. In 2024, we reaffirmed our commitment to consistent client services by transitioning ownership of the firm from a group of shareholders to all our Associates. With this internal transition to being an Employee-Owned firm through an Employee Stock Ownership Plan, we are confident our business will continue to operate based on the core values of Integrity, Knowledge, and Service established by our founders.



Office Locations	
Alachua (Corporate Headquarters)	13545 Progress Boulevard, Suite 100 Alachua, FL 32615
Titusville	3910 S. Washington Avenue, Suite 210 Titusville, FL 32780
Jacksonville	8657 Baypine Road, Suite 300 Jacksonville, FL 32256
Tampa	324 S. Hyde Park Avenue, Suite 250 Tampa, FL 33606
Winter Haven	141 NW 5th Street, Suite 200 Winter Haven, FL 33881
Sarasota	7230 Kyle Court, Sarasota, FL 34240

State of Florida

Department of State

I certify from the records of this office that JONES, EDMUNDS & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on May 14, 1974.


The document number of this corporation is 452905.

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 4, 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 Fourth day of January, 2024*




Secretary of State

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2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 452905

Entity Name: JONES, EDMUNDS & ASSOCIATES, INC.**Current Principal Place of Business:**13545 PROGRESS BLVD,
SUITE 100
ALACHUA, FL 32615**Current Mailing Address:**13545 PROGRESS BLVD.
SUITE 100
ALACHUA, FL 32615 US**FEI Number:** 59-1533071**Certificate of Status Desired:** Yes**Name and Address of Current Registered Agent:**FERREIRA, STANLEY F JR
13545 PROGRESS BLVD,
SUITE 100
ALACHUA, FL 32615 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:** STANLEY F. FERREIRA, JR.

01/04/2024

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title DIRECTOR, TREASURER,
SECRETARY
Name EDMUNDS, ROBERT C
Address 13545 PROGRESS BLVD.
SUITE 100
City-State-Zip: ALACHUA FL 32615

Title SVP
Name VOGEL, KENNETH S
Address 13545 PROGRESS BLVD.
SUITE 100
City-State-Zip: ALACHUA FL 32615

Title SVP
Name CUNNINGHAM, BRETT A
Address 13545 PROGRESS BLVD.
SUITE 100
City-State-Zip: ALACHUA FL 32615

Title PRESIDENT
Name FERREIRA, STANLEY F JR.
Address 13545 PROGRESS BLVD.
SUITE 100
City-State-Zip: ALACHUA FL 32615

Title SVP
Name ICERMAN, BRIAN J
Address 13545 PROGRESS BLVD.
SUITE 100
City-State-Zip: ALACHUA FL 32615

Title VP
Name FOLEY, ALAN C.
Address 13545 PROGRESS BLVD.
SUITE 100
City-State-Zip: ALACHUA FL 32615

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: STANLEY F. FERREIRA, JR.

PRESIDENT

01/04/2024

Electronic Signature of Signing Officer/Director Detail

Date

FIRM PRESENT STATUS AND PROJECTED DIRECTION

Jones Edmunds operates according to the same high-quality standards upon which Richard Jones, PhD, PE, and Robert Edmunds, PE, founded the company. We dedicate ourselves to the people we serve by providing environmental and infrastructure solutions with Integrity, Knowledge, and Service.

Our vision statement guides our day-to-day activities, which is to build enduring relationships through the results of each Associate. These relationships are characterized by unrivaled service to our clients and each other, ensuring continuing project opportunities at a fair profit.

These project opportunities enable us to provide our Associates with challenging work and reward them for their results and accomplishments. Our unbending commitment to our values and results makes us an undisputed consultant and employer of choice in our marketplace.

COMPANY QUALIFICATIONS

Jones Edmunds has completed various projects – from on-call TMDL services to multi-million-dollar stormwater treatment facilities – and from master plans to pipeline designs. Jones Edmunds is registered with the State to provide professional engineering and geology services. We have more than 125 staff members serving clients from six offices. Our Alachua corporate headquarters office at 13545 Progress Boulevard, Suite 100, Alachua, FL 32615, will be the Office of Record.

The Jones Edmunds' water resources team of engineers and scientists are highly experienced in all areas of responsibility in water resources (water quality, flood protection, water supply, and natural systems) and have demonstrated their expertise with Volusia County and throughout Florida. Jones Edmunds' staff is intimately familiar with the County's stormwater and environmental services needs. Jones Edmunds' staff has a long history of project experience providing innovative and cost-effective solutions to water resource problems in Florida. [In Volusia County, we have provided a variety of stormwater-related services, ranging from on-call TMDL services, non-point source load modeling, and the Mosquito Lagoon Reasonable Assurance Plan \(RAP\) to the Gemini Springs Baffle Box design and construction services.](#)

Stormwater/Civil Design

Our highly qualified stormwater design team works daily on public-sector capital improvement projects. This team includes civil and geotechnical engineers and is supported by environmental engineers and scientists to ensure that all design aspects are appropriately considered. Our stormwater design experience ranges from simple culvert improvement projects to large water quality improvement projects for the TMDL program. Through a site inspection and an evaluation of the project concept, our staff applies their experience to develop a scope that avoids potential problems that can be detected through an upfront assessment. Additionally, our design staff puts forth

*Rick Ferreira, PE
President and CEO*



"Jones Edmunds' success is and has always been based on our core values of Integrity, Knowledge, and Service.

To us these values mean doing what you say you will do, never resting on the past but always striving to learn and grow and putting service to others ahead of personal gain."



considerable effort to stay current with local and State construction costs because we understand the importance of accurate cost estimates. The estimates of project construction costs prepared by the Jones Edmunds team have, on average, been within 7% of the lowest responsive bids received.

Internal and external QC plays a key role in our designs so that change orders during construction are minimized. Our internal QC points within the project are established before or at project kickoff in a QC plan and monitored by a senior staff member who is not involved in the day-to-day activities of the project. At the kickoff of each design project with the County, we will provide a QC schedule for review. Jones Edmunds' QC design procedures require active participation from construction managers and technicians to ensure the constructability of the design plans, prevent oversights, and find cost savings.

Permitting is another essential element of design. With our extensive experience with public-sector stormwater design, we thoroughly understand how a project needs to be designed to be permissible. Our in-house ecology staff works closely with our designers to minimize and avoid wetland impacts and evaluate for threatened and endangered species. We have an excellent reputation for doing what suits the environment and the client. Our Sweetwater Branch Sheetflow Restoration project included preliminary design, design, and permitting. This \$26-million TMDL-related water quality restoration project has become one of Florida's most visited and successful wetlands parks.

Ecology & Threatened/Endangered Wildlife Surveys and Wetland Assessments & Mitigation Design

Jones Edmunds biologists possess many skills to protect the environment, comply with regulatory requirements, and meet client needs. Our staff includes wetland evaluation and delineation experts specializing in hydric soil determinations critical to wetland assessments and delineations. An in-depth knowledge of wetland vegetation, hydric soils, and wetland hydrology is required to delineate wetlands, especially under challenging situations such as highly disturbed sites, and wetland assessments, mapping, and delineations are conducted by our ecologists who possess extensive field expertise in wetlands ecology as well as certification by the US Army Corps of Engineers (USACE) as Wetland Delineators. An in-depth knowledge of wetland vegetation, hydric soils, and wetland hydrology is required to delineate wetlands, especially under challenging situations such as highly disturbed sites. Jones Edmunds ecologists have this knowledge. Our ecologists have longstanding working relationships and have permitted numerous projects with Christine Wentzel of the SJRWMD and Mark Evans of USACE, who will likely be the reviewers for projects that affect wetlands.



Jones Edmunds ecologists are adept at determining cost-effective mitigation solutions that offer the greatest chance of success with minimal permitting requirements. Wetland mitigation can often be accomplished by creating new wetlands, restoring degraded wetlands and uplands, enhancing disturbed wetlands and uplands, or preserving large-scale areas. Many County infrastructure projects share two important aspects: they can impact wetlands and require mitigation. On-site mitigation options are frequently not available, and identification of off-site locations is difficult. If not sold out, private mitigation banks can meet immediate needs, but this convenience can be costly. The cost of credits at several banks has doubled or tripled in the last five years. Working with Jones Edmunds to review future capital improvement projects (CIP) and proactively

identifying and implementing mitigation can result in considerable cost savings. We have successfully designed and permitted several Regional Offsite Mitigation Areas (ROMAs) for our public sector clients, saving them tens of millions of dollars in mitigation costs. The Jones Edmunds / **St. Johns County Turnbull Creek ROMA generated 148 UMAM credits with a private mitigation bank value of over \$22 million while costing only \$6 million.** Identifying and even implementing mitigation before you need it provides multiple benefits:

- Avoids a last-minute scramble for viable mitigation opportunities.
- Generates mitigation credit in advance of wetland impacts.
- Improves the quality of your public lands.
- Provides accurate cost estimates for efficient financial planning.
- Can result in significant cost savings.
- Increases green space acreage in your municipality.

Environmental Permitting

Permitting is an essential element of the design process. With our extensive experience with public-sector site civil and infrastructure design, we thoroughly understand how a project needs to be designed to be permissible. Jones Edmunds is thoroughly familiar with Florida permitting requirements, including federal, state, and local requirements. Our team strongly advocates for our clients regarding permitting and regulatory issues. Jones Edmunds' approach is based on our sound technical and professional reputation with members of the regulatory community – a reputation that we have developed over the past 50 years. We have well-established relationships with FDEP, County health departments, and all the Florida Water Management Districts, and we work with them regularly to provide our clients with engineering solutions while ensuring that the project meets local, state, and federal requirements.

We strongly believe that it is beneficial to meet early and often with the regulatory agencies involved in a project and make them part of the decision-making team. By proactively working with regulatory professionals, we have repeatedly achieved positive results for our clients – results based on sound financial management and environmental integrity. **Jones Edmunds' team actively works to avoid conflicts of interest and, as such, will not enter into any agreements that would create a conflict with Volusia County.** Our intimate knowledge of upcoming and pending regulations and our close working relationships with regulatory agencies will benefit you in any permitting efforts undertaken to obtain timely review and approval of projects.



National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Assistance

Jones Edmunds is experienced in all facets of the NPDES program, from preparing permit applications and re-applications to implementing, tracking, and reporting on best management practices (BMPs) and measurable goals to compliance inspections. We stay up to date with the latest changes in policies and maintain strong working relations with EPA and FDEP personnel. Our staff attends statewide FDEP meetings on NPDES and stormwater regulations to ensure we provide our clients with accurate and current stormwater regulatory procedures. Our staff is knowledgeable and can assist in implementing the minimum control measures for BMPs:

- Public Education and Outreach
- Public Participation/Involvement
- Illicit Discharge Detection and Elimination
- Construction and Site Runoff Control
- Post-Construction Runoff Control
- Pollution Prevention/Good Housekeeping

Examples of our experience include preparing NPDES permit applications and assisting with NPDES reporting for communities such as the Town of Lady Lake, Town of Melbourne Beach, City of Bradenton, City of Leesburg, City of Palm Coast, Marion County, and St. Johns County. In addition, we assisted St. Johns County, the City of Palm Coast, and the Florida Department of Transportation (FDOT) District 2 in maintaining their NPDES databases to support their operations and assist with their annual reports to FDEP. We assisted (through Ayres Associates) with updating the FDOT District 2 NPDES Management System – a web-based application to inventory, maintain, and automate the NPDES reporting of their stormwater facilities. We have helped numerous communities (e.g., St. Johns County, City of Leesburg, and Pinellas County) develop or update their inventory of stormwater facilities as part of their NPDES MS4 compliance and stay current on changes in MS4 requirements to help our clients prepare for and adapt to the changes.

BMP	Description of BMP	Measurable Goal(s)	Schedule	Action	Department
1a01	Distribution of Stormwater Educational Material into Utility Bill Inserts Once a Year.	Number of Utility Bill Inserts Sent.	Years 1-5	Report count.	City of Palm Coast
1a02	Develop and Distribute content for posting to the existing City of Palm Coast Stormwater Web Page for Public Viewing.	Example		Collected Trash	City of Palm Coast
		Number of Hits on web site.	Years 1-5	Report count and provide copies of hits.	City of Palm Coast
		Number of Posts on web site.		Report count and provide copies of posts.	City of Palm Coast
2a01	Research how other regulated municipalities are performing public participation. Develop a program that will educate the public on NPDES permitting process and collect public comments and suggestions. Conduct public involvement meeting and collect and i	Number of Attendees		Provide Count and Copies of Meeting Attendee List.	City of Palm Coast
3a01	Develop a Storm Sewer System Map of Urbanized Areas in Incorporate City of Palm Coast.	Number of Outfalls Mapped.		Provide Count and Copy of Maps.	City of Palm Coast

Total Maximum Daily Loads (TMDLs) and Reasonable Assurance Plans (RAPs)

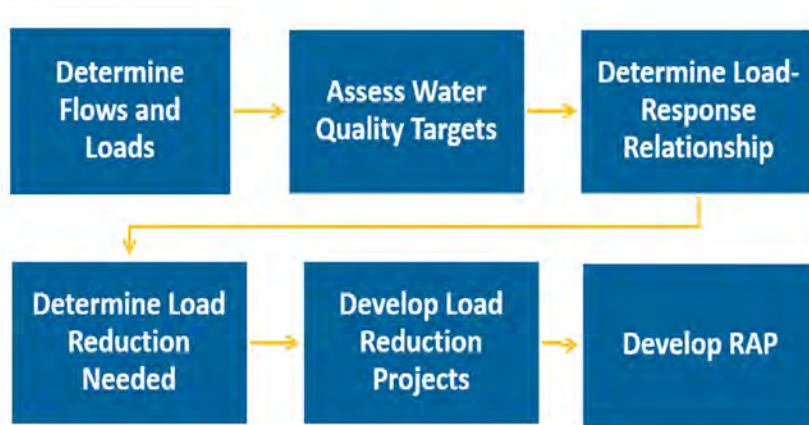
Volusia County's water quality challenges are unique. Ranging from the Volusia Blue, Gemini, and DeLeon Springs BMAPs and the Lake Harney and Monroe BMAP to the Mosquito Lagoon RAP, each of these "blueprints" for restoring impaired waters presents a unique challenge and opportunity. Reducing non-point source loads that the County, in many cases, has the limited ability (ROW, real estate, authority, etc.) to manage can be particularly challenging. However, much progress has been made, and the County's water quality obligations are achievable. Fortunately, funding for the County's ailing springs is available through the annual allocations from the Legacy Florida Act and the \$50 million per year of Springs funding.

However, as demonstrated through recent projects (Gabordy Canal Treatment Facility, Mosquito Lagoon RAP), our team members are among the foremost experts in Florida in developing defensible TMDLs by accurately assessing and interpreting available data, selecting the most appropriate conceptual model, and correctly applying numerical and statistical models. This experience and expertise are recognized and appreciated by the FDEP, as is our record of advocating for applying the best available science for restoring impaired water bodies.

RAPs provide a faster path to water quality restoration, allowing stakeholders to control their destiny better and avoid TMDL-related regulatory requirements. Our (Volusia County, Oak Hill, Edgewater, New Smyrna Beach, FDOT, FDEP, IRL Council, SJRWMD, and more) collective efforts toward the Mosquito Lagoon RAP are excellent examples of these benefits. The RAP reduced at least five years off the TMDL/BMAP process, enables the County and its partners to grant funding much faster, and leaves the County with a restoration that it developed instead of one for you by FDEP.

As part of the Mosquito Lagoon RAP, Jones Edmunds:

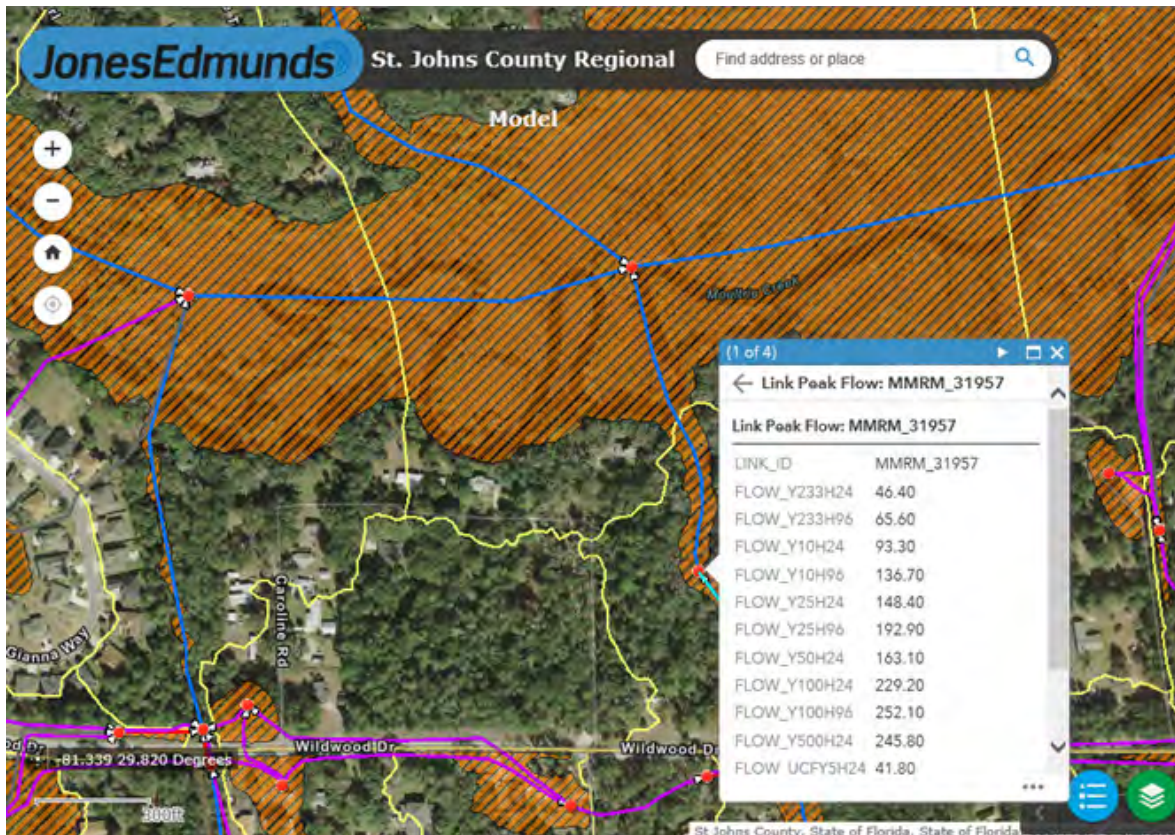
1. Participated in RAP stakeholder meetings
2. Assessed current water quality and biological conditions of the Mosquito Lagoon
3. Determined pollutant loads and receiving water impacts
4. Determined pollutant load reductions required by the stakeholders to meet the goals and targets
5. Determined the appropriate prevention or restoration measures needed (projects)
6. Assisted with development of the remainder of the RAP document



Watershed and Stormwater Master Plans

We have developed more than 100 watershed management plans (WMPs) and stormwater master plans in Florida over the past 15 years. We have also performed updates to approximately 20 WMPs and stormwater master plans and have been assigned WMPs to finish, which another consultant started. The most efficient approach to WMP and stormwater master plan updates can differ significantly from new ones, and our experience with updates has allowed us to refine our workflows to best capture the value of the initial investment. In support of our WMP and stormwater master planning work, we have developed and used hundreds of model-GIS automation tools. An important aspect of our tool development has been the creation of standard operating procedures (SOPs) for nearly every aspect of watershed planning. Our SOPs are based on years of knowledge and help identify the right tools for each set of circumstances, how they should be applied for various conditions, and the points when QC should be performed. Because we always strive to find more

effective and efficient methods and as technology continues to change, we continually adapt our SOPs to reflect the best improvements developed within all applicable projects across the Company. This approach provides the County with a high level of consistency and quality.



Pollutant-Loading Modeling

Jones Edmunds has expertise in pollutant-loading modeling and is familiar with standardly applied models such as HSPF. A good example of our expertise is our Spatially Integrated Model for Pollutant Loading Estimates (SIMPLE-Seasonal and SIMPLE-Monthly) models we developed initially for Sarasota County and later for Sarasota County and the SWFWMD. These models are used to simulate pollutant loads from direct runoff, septic tanks, baseflow, point sources, irrigation, and atmospheric deposition. The models were designed to be easy to use, contain spatially enabled data, and have the ability to readily document and reproduce the pollutant-loading estimates. We have applied SIMPLE-monthly on many WMPs across the state. SWFWMD has also required that all consultants working on Surface Water Resource Assessments in Hernando County use this model. SIMPLE-Monthly is the continuous simulation version of the model that uses a coupled surface water/groundwater hydrologic engine for computing surface runoff and baseflow. SIMPLE-Monthly GIS inputs are also time-aware (e.g., land use can change spatially over time), and the model uses this information by changing input conditions in real-time without user intervention. For example, this feature allows for a more realistic continuous simulation in a watershed that has urbanized throughout the simulation period without the user having to prepare multiple inputs to account for changes – a significant time savings.

In addition to traditionally applying SIMPLE-Seasonal, we have extended its use to consider loading through infiltration and percolation in Marion and Hernando Counties watersheds. This extended use helped the counties and SWFWMD quantify the different sources of pollutant loading to groundwater while identifying the watershed areas with the highest pollutant loads. This analysis helped the counties target and prioritize BMPs that would reduce nutrient loading to the groundwater and ultimately improve water quality in local springs.

Grant Funding

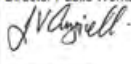
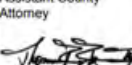
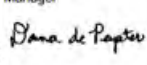
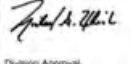
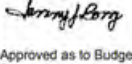
Jones Edmunds contacts SJRWMD and FDEP staff regarding funding changes and updates. We will work with the County to engage personnel from both agencies regarding potential water quality improvement projects so they expect it during the application process and understand the project's value and priority of the project(s) relative to achieving long-term nutrient reduction goals. Jones Edmunds provides professional support services to obtain funding from various federal and state agencies and through legislative appropriation.

We have a history of developing funding strategies for various projects and assisting with grant-reporting requirements for many project types. Our success starts with developing project concepts that are readily supported (i.e., they are cost-effective, often achieve multiple goals, and receive broad stakeholder support) and integrating them into a needed infrastructure project. We must 'pre-sell' the idea to the funding agencies. Often, various elements of a project are eligible for dollars from different sources of funds. Understanding the multiple agencies' goals and missions is critical to the 'pre-sell' concept. We do not believe that the first time a funding agency sees a project should be when they receive the grant application. As we develop grant-fundable projects, we are mindful of the grant requirements and generate the required information as a part of our project work so that the data are readily available for the grant application. We also have extensive experience working on grant-funded projects and helping with grant-funding-reporting requirements. *This work is routine for us. We have several staff trained specifically for this task because we believe it is an essential service for clients.*

Our success in obtaining grant funding is partly due to our ability to develop innovative, cost-effective designs. As part of our planning or preliminary engineering work, we are also mindful of which projects will be most favorable for grant funding and what information will help demonstrate this in a grant application, which expedites the grant application efforts. Jones Edmunds' funding services include the following:

- Preparation of Legislative Documents
- Legislative Tracking/Lobbying
- Grant/Loan Procurement
- Assistance
- Grant/Loan Administration
- Bond Issue Support
- Training and Assistance
- Fiscal Planning
- Troubleshooting
- Rate Studies
- Funding Workshops

We have an outstanding record of obtaining grant funding from the 319(h) program, SJRWMD, and others and helping clients obtain funding through legislative appropriations. For example, we helped St. Johns County obtain one of the largest 319(h) grants awarded in the past several years (\$800,000) plus a \$2,600,000 legislative appropriation for the Masters Tract stormwater retrofit project. We successfully assisted the Volusia County Road & Bridge Department with grant funding for the Gabordy Canal and Ariel Canal Treatment Facilities. We also recently assisted Volusia County Water Resources & Utilities in obtaining a \$250,000 grant for Gemini and DeLeon Springs Septic to Sewer Feasibility Analysis.

Department: Public Works Division: Water Resources and Utilities			
Subject: Florida Department of Environmental Protection grant agreement for Gemini and DeLeon Springs wastewater treatment feasibility analysis, No. LP64061; and budget resolution appropriating grant funds.			
John Angilli Director Public Works  Department Approval		Legal Thomas Russell Brown Assistant County Attorney  Approved as to Form and Legality	County Manager's Office Donna de Peyster Deputy County Manager 
Michael Ulrich Director Water and Utilities  Division Approval	Tammy Bong Director Management and Budget  Approved as to Budget Requirements		
Council Action:			
Modification:			
Fund Number(s): 457 Water And Sewer Utilities	Description: 457-000-0000-3438 DEP Grant Revenue	Amount: \$250,000.00	
Total Item Budget: \$250,000.00			

LITIGATION AND NON-PERFORMANCE

Over the past five years, Jones Edmund and ESA have maintained an impeccable record of successfully completing every contract we've undertaken. Our team's commitment to excellence and dedication to meeting deadlines has consistently ensured client satisfaction, reaffirming our reputation for reliability and professionalism on every project.

Jones Edmunds has not been involved in any lawsuits over the last five years. ESA's frequent involvement with complex and high-profile projects that are often controversial and garner enthusiastic community opposition or concern means that their high-quality work is subject to occasional legal challenges. To date, no approved or certified ESA document has been invalidated by the courts due to errors of negligence by ESA. Neither Jones Edmunds nor ESA is a party to nor engaged in any active or pending lawsuits that would impede our ability to successfully deliver this work for the County.



16.3

EXPERIENCE



CONTINUING SERVICES

SARASOTA COUNTY

Reference Contact Information:

Bob Laura, PE, CFM
Watershed Engineering Manager
941.861.0910
RLaura@scgov.net

Start Date: 2007

End Date: 2020

Contract Includes:

- ✓ Stormwater Management Program Experience
- ✓ State (Water Management District, DEP) Experience
- ✓ Federal (EPA, Army Corps.) Permitting/Regulatory Program Experience
- ✓ Grant Funding Experience
- ✓ Water Quality/Nutrient Reduction Experience

Jones Edmunds has been providing stormwater services to Sarasota County for over 15 years. Our numerous stormwater services include nearly all the major services needed by Volusia County. In addition to watershed management planning, we have helped the County build many parts of its Stormwater Management Program – one of the most advanced in Florida. The following are a few examples:

We initially developed the Spatially Integrated Model for Pollutant Loading Estimates for Sarasota County – in conjunction with SWFWMD – to more efficiently and accurately address the pollutant loading update requirements in the NPDES MS4 permit. It was so successful and easy to use that the County adopted it for all its watershed planning work – as have many counties under the SWFWMD Watershed Management Program. It is a GIS-based model that is easy to use and accounts for all pollutant sources (i.e., surface runoff, base flow, septic systems, wastewater effluent, reuse/irrigation, and atmospheric deposition).

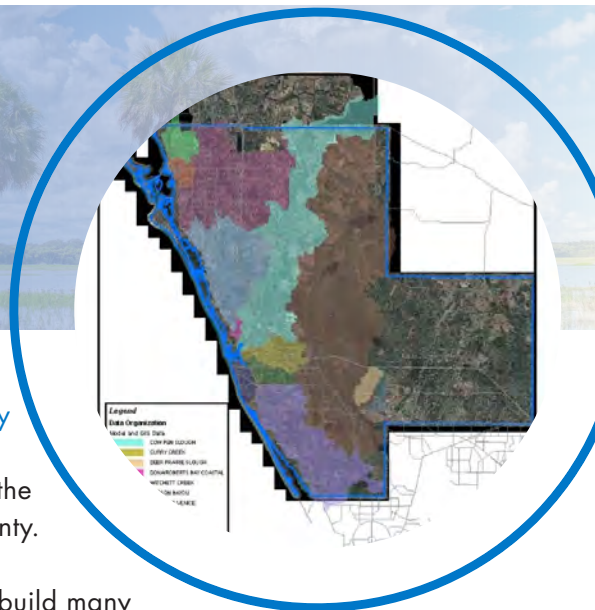
We developed the Stormwater Manual and recently provided an update to it. The Stormwater Manual establishes standards for development submittals and reviews.

We created the ICPR and GIS comparator tools that allow for a quick, thorough analysis of changes between models and associated GIS data (e.g., the difference between existing and proposed conditions). This tool has reduced the stormwater review times and helped to ensure the accuracy of the models submitted.

We developed the Low-Impact Development (LID) Manual for Sarasota County and SWFWMD – the first Manual of its kind in Florida that allowed for direct recognition of LID practices in the Environmental Resource Permit (ERP) process. This Manual was a key for incentivizing LID practices in the County.

We have served as staff augmentation as needed on development reviews for stormwater since 2005. Our long history of providing these services to the County is based on us helping to develop the standards for it, our lack of conflict of interest since we do not serve the development community, our knowledge of all the County's watershed models and associated GIS databases, and our efficiency at performing the work.

Watershed Management Plans: Jones Edmunds developed comprehensive H&H models and Watershed and Water Quality Management Plans for Roberts Bay, Lemon Bay, Sarasota Bay, Little Sarasota Bay, and Coastal Fringe watersheds. The primary goals were to protect, enhance, and restore natural communities and habitats, protect, maintain, and improve water quality, and minimize flood risks.



Through these projects, we helped the County collect stormwater data (and update the stormwater inventory), develop detailed stormwater H&H models using ICPR3 and ICPR4, perform Level of Service (LOS) analyses for roads and structures, develop best management practices to mitigate flood risks, and conduct public outreach.

These projects generally follow SWFWMD's Guidelines and Specifications, with the four major elements being Project Development, Digital Topographic Information, Watershed Evaluation, and Watershed Management Plan. We developed the watershed model using the latest topographic information, Sarasota County Stormwater Infrastructure Inventory, SWFWMD ERPs, Florida Department of Transportation roadway plans, Sarasota County aerial photos, chronic flooding complaints, and field survey.

We developed the models in ICPR using Esri's ArchHydro Tools and a significant number of our internally developed GIS-model automation tools. We also provided deliverables in SWFWMD's GWIS format. For the Capital Improvement Projects alternatives analysis, we presented options to the County and worked to determine the highest-priority alternatives to be further developed. The CIP alternatives were also vetted with SWFWMD and the public through public meetings.

In addition to those WMPs, we have been involved with model development/WMP or WMP updates in all 14 watersheds in the County. Over the past 15+ years, no firm has been reselected more than Jones Edmunds to provide these stormwater services to Sarasota County.

CRS Support and Development: Jones Edmunds has served Sarasota County as its Community Rating System (CRS) consultant since 2014, responsible for implementing all activities in accordance with the CRS Manual and helping to ensure that residents and property owners in the County continue to receive up to a 25% discount on their flood insurance premiums every year. This included identifying, developing, implementing, and documenting floodplain management activities that address the County's susceptibility to flood hazards most effectively and efficiently. Jones Edmunds coordinated the activities of various departments at the County (e.g., stormwater engineering, planning, emergency management, building, communications, GIS, and others) and worked directly with the Insurance Services Office (ISO). We helped develop all documentation required for the County's CRS verification visit, including new GIS data and mining data from the County's building permit system. We helped the County navigate the required CRS activities and helped the ISO reviewers understand the County's processes and ordinances. We participated in the County's Local Mitigation Strategy to ensure compliance with CRS requirements. We worked with Emergency Management to develop their Flood Warning and Response Plan, which was approved by ISO and received maximum scores. In addition, Jones Edmunds developed the County's Floodplain Management Plan for CRS, Repetitive Loss Areas Analysis, Flood Insurance Improvement Plan, and Program for Public Information (PPI) Report.

This project demonstrates our knowledge of FEMA, CRS, GIS, and outreach. It also reflects our ability to successfully coordinate and work with multiple departments to provide added value and quality services to Sarasota County residents and property owners.

Future Conditions Floodplain Analyses: Jones Edmunds conducted floodplain analyses based on future hydrologic conditions and sea level rise (SLR) in five watersheds within Sarasota County. Future conditions and SLR analyses were conducted using the ICPR dynamic stormwater model to determine the effects on the coastal communities and storm sewer systems that convey runoff from inland areas. The analyses were conducted consistent with the County's comprehensive plan and CRS requirements. Jones Edmunds combined watershed models for the riverine portion of Sarasota County with the Coastal Fringe models to develop future conditions and SLR models. In the process, we also updated several watersheds along the boundary to ensure a consistent level of detail and appropriate hydraulic connections are present between the watersheds. As a result, we redeveloped the ICPR models for the five major watersheds. We performed all the work using Esri GIS applications.

TMDL Reviews: Jones Edmunds reviewed the Nutrient TMDLs for Roberts Bay and West Clark Lake published by FDEP and the TMDL for Nutrients, Dissolved Oxygen, and Coliforms in the Sarasota Bay/Charlotte Harbor Basin Groups published by EPA. The review focused primarily on the modeling methodologies used as well as on the GIS databases that have been supplied to support the TMDL modeling. Deliverables included a memorandum summarizing concerns and comments from the review of the three TMDL documents.

CLAY COUNTY STORMWATER MASTER PLAN AND VULNERABILITY ASSESSMENT

CLAY COUNTY

Reference Contact Information:

Taylor Abernathy, PE
Deputy Engineering Director
taylor.abernathy@claycountygov.com
904.264.7411

Start Date: 2022

End Date: Ongoing

Contract Includes:

- ✓ Stormwater Management Program Experience
- ✓ State (Water Management District, DEP) Experience
- ✓ Federal (EPA, Army Corps.) Permitting/Regulatory Program Experience
- ✓ Grant Funding Experience
- ✓ Water Quality/Nutrient Reduction Experience

Clay County selected Jones Edmunds to complete countywide stormwater modeling and develop a countywide stormwater master plan. As part of this project, Jones Edmunds is working on the following:

- Developing an inventory of stormwater data countywide. This includes stormwater data for incorporated cities and the unincorporated county.
- Conducting a countywide water quality assessment, which has summarized the trends in water quality data collected within the County and the status of regulatory requirements. We are also developing a water quality monitoring plan.
- Developing a countywide 2D hydrologic and hydraulic stormwater and flood model for the County.
- Developing detailed ICPR4 models to support the conceptual design of stormwater retrofits and alternatives.
- Completing an FDEP Vulnerability Assessment that considers the vulnerability of critical infrastructure to flooding in 2040 and 2070 (see more information below).
- Providing adaptation recommendations to improve the County's resilience to future flood risk.
- Providing recommendations for FEMA DFIRM updates within the County.
- Developing capital improvement projects to be included in the county's capital improvement plan.
- Providing a final Stormwater Master Plan.



The County recently applied for and was awarded grant funding to complete a County-wide Vulnerability Assessment through the FDEP Resilient Florida Grant Program. Jones Edmunds is preparing their Stormwater Water Master Plan and was selected to assist the County with the Vulnerability Assessment. The primary goals of the assessment are to identify critical County assets that are vulnerable to flooding under existing and projected future conditions and begin identifying adaptation projects/strategies that the County could implement to protect its critical assets. Jones Edmunds is developing a rapid inundation stormwater model for the exposure analysis to address future conditions - including increased runoff coefficients, rainfall intensity, and NOAA sea level rise. Our scope of services complies with the statutory requirements of the grant while also satisfying the County's goals for the Vulnerability Assessment. Tasks included in the scope are as follows:



Task 1 – Meetings and Project Management



Task 2 – Steering Committee and Public Outreach



Task 3 – Acquire Background Data



Task 4 – Exposure Analysis



Task 5 – Sensitivity Analysis



Task 6 – Identify Focus Areas



Task 7 – Preliminary Adaptation Plan



Task 8 – Final Vulnerability Assessment Report

MISCELLANEOUS STORMWATER AND ENVIRONMENTAL SERVICES

HILLSBOROUGH COUNTY

Reference Contact Information:

Jie Gao, PE, CFM, GISP
Section Manager, Stormwater Engineering Services
813.307.1786
gaoj@hillsboroughcounty.org

Start Date: 2017

End Date: Ongoing

Contract Includes:

- ✓ Stormwater Management Program Experience
- ✓ State (Water Management District, DEP) Experience
- ✓ Federal (EPA, Army Corps.) Permitting/Regulatory Program Experience
- Grant Funding Experience
- ✓ Water Quality/Nutrient Reduction Experience

For over a decade, Jones Edmunds has conducted numerous task orders for Hillsborough County through our Miscellaneous Stormwater and Environmental Services contract. During the current contract period (since 2017), the County has procured \$816,469 in miscellaneous professional engineering services with Jones Edmunds. These projects

include stormwater studies, alternatives analyses, conceptual designs, final designs, construction services, water quality, hydrologic monitoring, and software development. Several of these more recently completed projects are described in the following.

Lake Mead Flood Control Alternative Analysis & Final Design:

Located in the River Watershed basin, Lake Mead is a closed basin encompassing a residential neighborhood with frequent flooding and exceptionally high water levels during the rainy season. Jones Edmunds performed an alternatives analysis to determine the preferred method for lowering flood stages in the lake and designed the recommended project. To evaluate pumping alternatives, a continuous simulation was prepared by changing the hydrology method in the model, adding additional water budgets components such as evapotranspiration and groundwater, and then connecting the revised model components to the hydraulic network from the initial event-based model.

Coincidentally, Jones Edmunds was conducting a monitoring program nearby at Lake Mango, which provided excellent calibration data and continuous rainfall for the 2017–2018 period. Jones Edmunds completed the following tasks as a part of this project:

- Alternative Analysis
- Long Term Continuous Simulation Modeling
- Stormwater Pump Station Design and Permitting
- Utility Coordination

Little Manatee River WMP Update: Jones Edmunds updated the Little Manatee River WMP by adding additional detail to reflect new developments, updating basin delineation and overland connections based on new LIDAR, and recalculating stage storage and other model parameters. Jones Edmunds then re-calibrated and re-verified the model to ensure model accuracy. The model is currently being merged with surrounding models to refine the boundary flows between the updated model and the surrounding watersheds.



Project Management Support: Jones Edmunds provided project management support to Hillsborough County's Stormwater Section, managing other consultants on multiple design projects on behalf of the County. Jones Edmunds performed all project management activities typically provided by County staff, including scoping, budgeting, coordination, schedule adherence, and keeping the County's project management system updated.

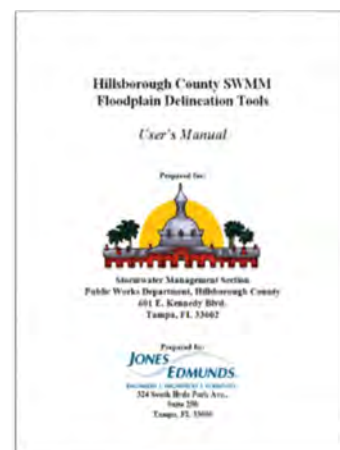


Lake Mango Nutrient Loading Study: Jones Edmunds completed a 1-year monitoring program for Lake Mango, an over-productive lake in east Hillsborough County. Jones Edmunds set up four successive stages, and rainfall gauges developed rating curves and conducted a 16-event sampling program focused on nutrients and bacteria. Our subconsultant, Janicki Environmental, used the results to prepare a nutrient budget for Lake Mango.

SCADA Long-Term Planning: Jones Edmunds developed a plan for a real-time Countywide hydrologic monitoring network in Hillsborough County. The County's engineers and emergency managers and the public will use the monitoring network to help make informed decisions before and during storm events. The project included a web application that provided editing capabilities to the entire project team.

Lake Mead Upper Floridan Aquifer Recharge: Jones Edmunds, in conjunction with ASRus, is working with the County to permit and design an aquifer recharge system for Lake Mead as a more sustainable solution to the flooding issue that has plagued this closed basin. The project includes quantifying the benefit of aquifer recharge in the project area and benefits from any water quality treatment through wetland enhancement. The well will consist of a pump option in addition to gravity. Well-siting considered property boundaries and existing users to maximize the Zone of Discharge. The project consists of the permit application, conceptual design (including intake/diversion from the lake), information on other permits anticipated for construction, a survey

Model Environment Development – Phases 1 and 2: Jones Edmunds developed tools to assist Hillsborough County in its master-planning efforts for the County. Jones Edmunds developed a suite of tools to delineate floodplains, import GIS data into the model, and extract a model for a sub-area of an existing model, among others. Model extraction is helpful for quickly evaluating different alternatives for a particular region of the model. A database design and a tool to generate a model file from the database were completed to facilitate model extraction capabilities. The sub-model extraction tool was developed to enable users to clip a sub-area of the watershed and generate a sub-model complete with boundary conditions. This tool allows for quick and accurate evaluations of numerous potential projects, ensuring optimal solutions are identified.



The core tools were developed as stand-alone applications that do not rely on the Arc Objects libraries and thus can be run independently or called from a third-party application such as ArcGIS. Additionally, an ArcGIS toolbox was developed to encapsulate the tools into a single modeling environment. Since this project was completed, the floodplain delineation and model extraction tools have been designed for ICPR4.

CONTINUING ENGINEERING SERVICES

NASA

Reference Contact Information:

Mick Barth, LEED AP
Design Management
321.867.0487
michael.t.barth@nasa.gov

Robert Schroeder, PE
Project Manager
321.861.2893
rob.schroeder@nasa.gov

Start Date: 2020

End Date: Ongoing

Contract Includes:

- ✓ Stormwater Management Program Experience
- ✓ State (Water Management District, DEP) Experience
- ✓ Federal (EPA, Army Corps.) Permitting/Regulatory Program Experience
- ✓ Grant Funding Experience
- ✓ Water Quality/Nutrient Reduction Experience

Jones Edmunds has been serving NASA under a continuing services contract since 1992, providing Civil/Environmental, Stormwater/Drainage Design, Water Resources, and Permitting Services.

West KSC Stormwater Study: Jones Edmunds completed a stormwater study for Kennedy Space Center's West Basin. The goal of this study was to identify stormwater improvement projects to alleviate flooding, improve water quality, and facilitate ongoing and future development in the basin. Jones Edmunds collected existing hydrologic and hydraulic (H&H) data, conducted a field survey of key hydraulic features, developed and calibrated an H&H model for the basin, identified hydraulic deficiencies, and developed water quality and flood control improvement alternatives. Flood control and water quality benefits were quantified and engineer opinions of probable construction cost were developed for each alternative. Jones Edmunds also conducted stakeholder meetings with Brevard County, SJRWMD, Space Florida, and other NASA stakeholders to identify stormwater concerns within the basin and review the proposed alternatives.

Reduce Nutrient Load – West KSC Basin: Jones Edmunds completed this Stormwater Nutrient Loading Study at the Kennedy Space Center west of Kennedy Parkway. The primary goals of the study were to obtain, evaluate, and refine the most recent Spatial Watershed Iterative Loading (SWIL) model used for the Indian River Lagoon (IRL) BMAP and use the refined model to identify and evaluate improvement alternatives to reduce nutrient loading from the KSC West Basin to the IRL and satisfy NASA's BMAP reduction requirements. This Study included collecting, evaluating, and refining existing water quality modeling data. We developed a SWIL

model for the KSC West Basin based on the best available water quality modeling data. This model was based on site-specific data that was refined for the KSC West Basin to more accurately reflect pollutant loading conditions in the Basin. We developed and evaluated five water quality improvement alternatives for nutrient loading reduction effectiveness using the KSC West Basin SWIL model. We also developed schematic site plans, quantified anticipated nutrient reduction benefits, rough order of magnitude (ROM) construction and operating costs, and descriptions of each alternative and ranked the improvement alternatives based on cost-effectiveness for reducing nutrient loads.

Design to Protect Shoreline at Universal Camera Site 12: This design included protection of the coastal shoreline at Universal Camera Site 12 in response to damage caused by Hurricane Ian and Nicole at KSC. This camera site supports KSC, Cape Canaveral Space Force Station, and private aerospace companies. Concepts were presented that found a five-year protection solution, as NASA waited for a permit to bring in off-shore sand. Survey, geotechnical, specifications, drawings cost estimates, and a construction schedule were provided and construction is getting underway.



WATER RESOURCES ENGINEERING SERVICES

PINELLAS COUNTY

Reference Contact Information:

Robert Burnes
Environmental Management
727.453.3149
rburnes@pinellascounty.org

Start Date: 2014

End Date: Ongoing

Contract Includes:

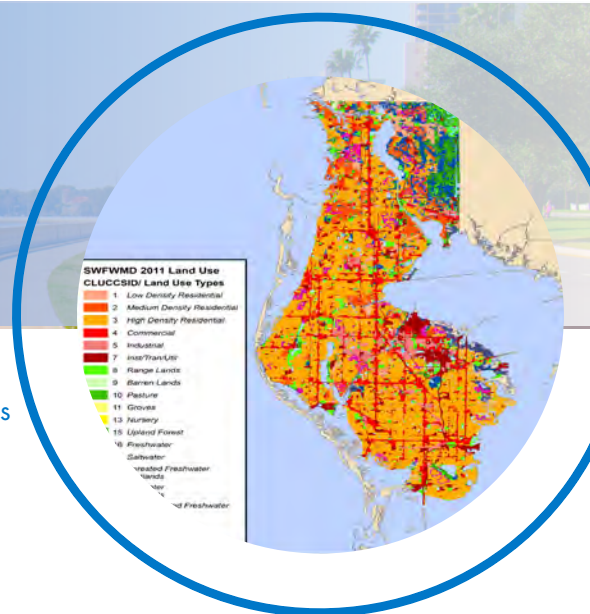
- ✓ Stormwater Management Program Experience
- ✓ State (Water Management District, DEP) Experience
- ✓ Federal (EPA, Army Corps.) Permitting/Regulatory Program Experience
- ✓ Grant Funding Experience
- ✓ Water Quality/Nutrient Reduction Experience

Jones Edmunds has served Pinellas County for over 40 years under various continuing services contracts. Initially served by one of our founders, Robert Edmunds, PE, Jones Edmunds has studied some of the most recognized waterways and designed some of the most familiar public utilities installations in Pinellas County. For more than a decade Jones Edmunds has used the Miscellaneous Stormwater and Environmental Services contract to help improve the County's overall floodplain management program. Our experience with the County has provided us with a unique understanding of the County's watersheds as they relate to multiple County initiatives to offer exceptional service to residents and visitors of Pinellas County. Several recently completed tasks are described below.

Timberview Drive Drainage Improvements: The Timberview Drive Drainage Improvements project is typical of the neighborhood drainage projects expected under this contract and exemplifies the value Jones Edmunds can provide on these projects. This persistent flooding issue near the corner of Timberview Drive and Marquita Drive was due to high-intensity storm events overwhelming the drainage system, leading to flooding at the intersection and water flowing between two homes, frequently flowing into one resident's garage.

Jones Edmunds identified a simple and inexpensive solution through our efficient modeling and data collection methods to keep project costs under control. We performed engineering-level field data collection using RTK GPS to collect the necessary model information. This one-pass method saves time and money. We collected data for ten curb inlets, two pipes, and two cross-sections. The proposed 15-inch pipe was found to have no downstream impacts after refining the model. A professional land surveyor revisited the site to collect the information needed to prepare the design plans. The design included a new outfall pipe, junction box and inlet, end treatment, and erosion protection at the outfall.

Stormwater Inventory Connectivity: Jones Edmunds evaluated the County's stormwater inventory to identify gaps in the data and develop connectivity throughout the County and with surrounding municipalities. We also delineated the contributing drainage areas for the stormwater features throughout the County. The information generated in this activity will be valuable for determining the drainage and storm sewer pattern for the County as they update the watershed management plans. We also performed an accumulation analysis to identify CRS Major Drainage assets and NPDES MS4 major outfalls.



Integrated Water Resources Management Plan (IWRMP): Pinellas County aims to protect water resources in the County in the most cost-effective manner. The County formed an intra-departmental task force, known as the Integrated Water Resources Team to plan for this more integrated approach to environmental stewardship.

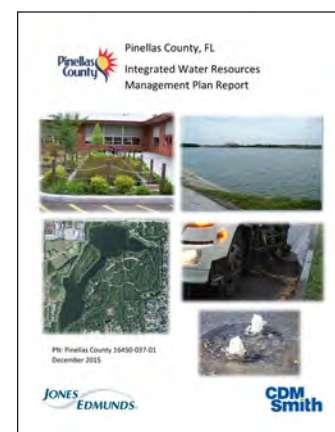
Pinellas County and SWFWMD funded the IWRMP. As part of this project, Jones Edmunds evaluated TMDL requirements, NPDES requirements, MS4 permit compliance modifications, and other changes to the state and federal regulatory environment.

Stormwater Inflow Reduction: Jones Edmunds supported Pinellas County with its efforts to reduce stormwater inflows into the sanitary sewer system. This project identified locations where floodwaters were potentially entering the sanitary system and developed solutions to reduce the inflow by eliminating the flooding problem or preventing the stormwater from entering the sanitary sewer system. Significant deliverables included Countywide GIS datasets for stormwater and wastewater facilities. The flood-prone nature of each wastewater asset was evaluated, and over 700 potential projects were identified to reduce stormwater inflow. The project focused on either making the wastewater asset more resistant to flooding or solving the flooding problem, thereby eliminating the flooding source.

Geo-reference and Rectify Historical Imagery: Jones Edmunds geo-referenced historical aerials for the entire County from 1926–1979. Original images were provided as separate tiles that needed to be rectified, georeferenced, and merged. Each tile (up to 200+ for each year) must be edited to remove the collar and border information. These files of varying quality were processed using imaging software and merged to form a seamless countywide image. These images will be valuable in evaluating the County's natural systems and restoration potential.

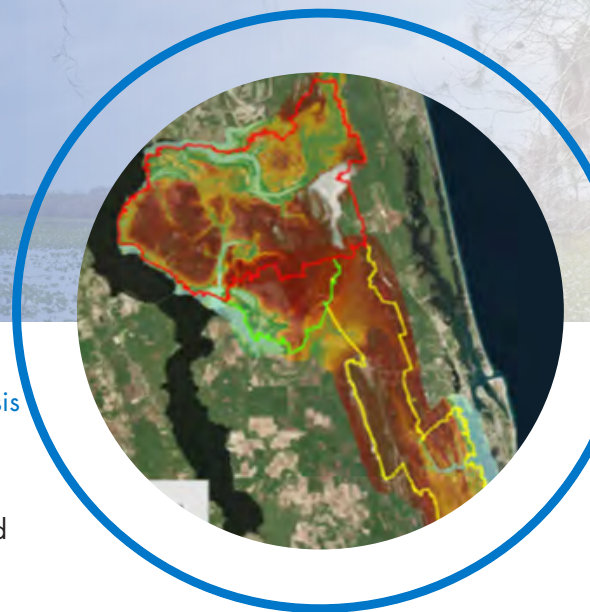
Community Rating System and Floodplain Management Program Support: Since 2014, Jones Edmunds has supported the County's CRS program. Our experience integrating GIS with water resources engineering and planning, and the relationships we established with other municipalities' floodplain managers, FEMA's CRS coordinators, and technical reviewers have enabled us to provide exceptional service to Pinellas County to improve their overall Floodplain Management Program. By coordinating the efforts of the County's Watershed Management, GIS, Communications, Building Services, Environmental, and Emergency Management, Jones Edmunds helped the County improve its overall CRS rating from a Class 7 to a Class 3 and saving residents over \$5 million annually on their flood insurance premiums. Obtaining, organizing, and presenting information between different parts of the organization helped to bring the other groups together, maximize the credit the County could receive for existing activities, and identify new County initiatives. This includes assisting the County in defining additional elements in their watershed management plans, including water quality and future conditions modeling. The services that we provided on this project included:

- Interviews with County staff to help improve efficiencies and coordination between departments
- Flood investigations, including determining flooding hot spots, and dam break analyses
- GIS data development and maintenance for flood
- Managing and maintaining elevation certificates
- Assisting County staff with their CRS verification cycle visits
- Reviewing/modifying the County's Local Mitigation Strategy
- Developing the County's Program for Public Information (PPI)
- Developing the County's Flood Response Plan
- Developing the County's Flood Insurance Improvement Plan



WATER RESOURCES ENGINEERING SERVICES

ST. JOHNS COUNTY



Reference Contact Information:

Duane Kent, PE
County Engineer
904.209.0113
rkent@sjcfl.us

Start Date: 2015

End Date: Ongoing

Contract Includes:

- ✓ Stormwater Management Program Experience
- ✓ State (Water Management District, DEP) Experience
- ✓ Federal (EPA, Army Corps.) Permitting/Regulatory Program Experience
- ✓ Grant Funding Experience
- ✓ Water Quality/Nutrient Reduction Experience

Jones Edmunds has provided stormwater engineering services on a continuing basis for St. Johns County since 1993. Our assignments have included stormwater data collection and watershed modeling and planning. In addition, it has included FEMA floodplain mapping, CIP project development, Level-of-Service analysis, NPDES MS4 support, Local-scale Drainage Studies, Water Quality Improvement Design, and Flood Mitigation Design.

Hydrologic & Hydraulic Modeling: Jones Edmunds developed ten regional H&H models encompassing all the County's pertinent developable watersheds, ranging from the Ponte Vedra and Northwest Regional models to the Southwest and Southeast Regional Models. Using watershed management planning standards pioneered by SWFWMD, Jones Edmunds performed detailed modeling with ICPR, the general model of choice of the development community's engineers. The modeling standards and approach allowed us to leverage GIS data extraction and analysis tools for parameterizing the H&H data stored in a geodatabase that houses both the model(s) and geospatial data. The standards enabled consistent data updates and facilitated the conversion of the ten watershed ICPR v.3 models into four ICPR v.4 models when the ICPR software was updated.

The models evaluate every new Development of Regional Impact and Planned Unit Development in the County to avoid adverse offsite drainage impacts due to altered hydrology and hydraulics. The H&H model results and floodplains have been used to update over 70 square miles of the County's outdated FEMA maps. The remaining portions are updated through a FEMA-funded Mapping Activity Statement (MAS).

CRS Assistance: Jones Edmunds has served St. Johns County as its CRS consultant, improving its CRS rating from a Class 7 to a Class 5, a 25% discount to NFIP flood policies. We assisted with implementing CRS activities per the CRS Manual, including identifying, developing, implementing, and documenting floodplain management activities that address the County's susceptibility to flooding hazards most effectively and efficiently. Jones Edmunds coordinated the activities of various departments at the County. Additional services included developing future conditions modeling and documenting the County's development review process. The future conditions model results were reviewed for changes in flood risk and adverse drainage impacts to roads and structures based on future build-out under planned zoning.

NPDES MS4 Support: Jones Edmunds supported St. Johns County's NPDES MS4 permit for over a decade. The County was designated a regulated small MS4 and is required to comply with the NPDES Phase II MS4 permit issued by the FDEP. The MS4 permit required the County to implement a Stormwater Management Program that reduces pollutants in discharges and addresses six minimum control measures: public education and outreach, public participation and involvement, illicit discharge detection and elimination, construction site runoff control, post-construction runoff control, and pollution prevention for operations. Jones Edmunds served as an extension of County staff in our NPDES MS4 permit support, developing and adding functionality to the NPDES database, compiling the backup documentation from various County agencies to update the NPDES permit database, and providing audit support.



16.4

PROJECT APPROACH

PROPOSED WORK PLAN

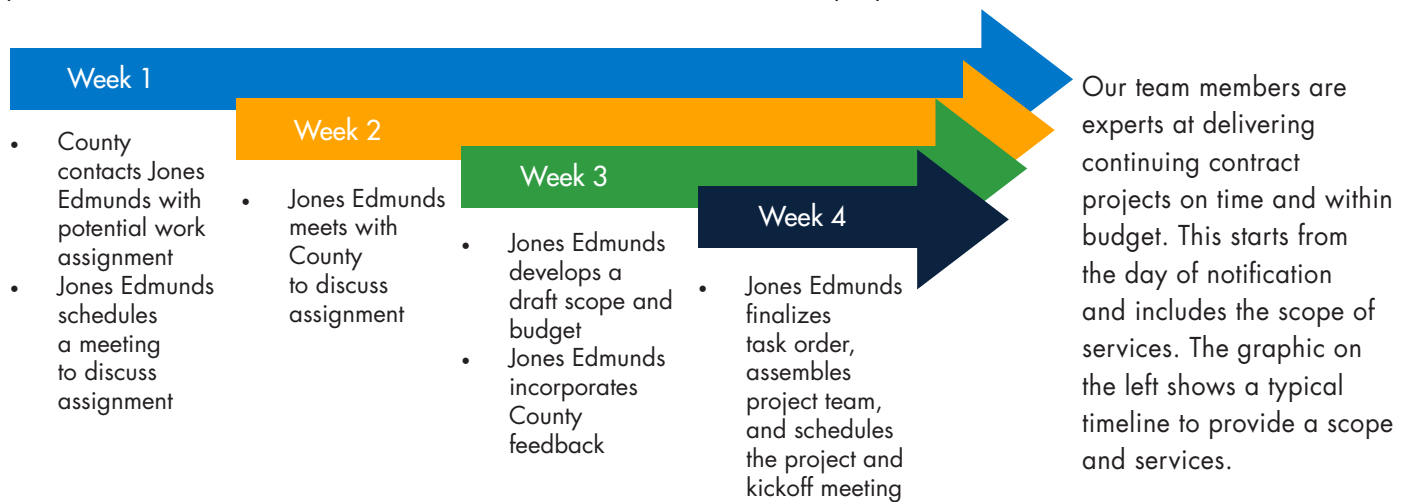
Jones Edmunds takes pride in delivering exceptional client service that exceeds client expectations by listening carefully to Volusia County's technical, schedule, financial, and operational concerns at every step. As a mid-sized Florida firm, we have the technical breadth and depth of resources needed to support the County's Stormwater and Environmental Engineering Service's needs.

We recognize that our clients are the key decision makers; we keep our client at the forefront of our decision making.

Our Contract and Client Services Manager, Mark Nelson, PE, will be the County's primary point of contact and ensure that the appropriate resources are available to execute the projects on time and within budget. Brett Cunningham, PE, ENV SP, will lead QA/QC and the TMDL Program services and support Mark as a secondary point of contact. BJ Bukata, MS, PWS, AA, will lead NPDES Program projects, Justin Gregory, PE, will lead Watershed Management Planning assignments, and Bruce Myhre, PhD, PE, will lead our stormwater-related civil design services.

Responding to Work Requests – When the County first considers an assignment for Jones Edmunds, Mark and appropriate technical staff will meet with the County to discuss the project's goals and what it entails. We will visit the site to identify opportunities and constraints and then develop a draft of the scope of work and engineering fee estimate for the County to review. The draft scope will clearly define the tasks necessary to complete the project, with deliverables identified for each task so that the County can review interim progress throughout the project. We will then review and refine the draft scope, schedule, and budget with the County as necessary.

Selecting the Project Team – Mark will use the real-time data from Deltek Vision, our industry-leading management software that considers task schedules and milestones, budgets, staff utilization, and QA/QC procedures, to assemble the team and reserve their time for the entire project duration.



PROJECT MANAGEMENT

Once the County issues a task order, we will hold a kick-off meeting with the County to review the project scope, budget, schedule, and other elements of our Project Plan; transfer information; and establish administrative procedures, including lines of communication, schedules, contacts, and priority issues. Jones Edmunds' emphasis on – and success in – maintaining budgets and controlling costs and project schedules is partly attributed to the strength and flexibility of our standard project management procedures. Our flexibility will include adapting our tools and using County requirements to provide project reports that meet your needs. The following describes Jones Edmunds' project management strategies.

Project Plan – It starts with a plan. Working with County staff, we will develop an understanding of the project requirements and expectations. From that, we will refine the scope of work, labor-hour breakdown, deliverable due dates, and project budget. Following your approval, we will develop a Project Plan. This Plan distributes to the Project Team fundamental information critical to properly completing the project. Each Project Plan includes the following components: Project Vision, Critical Success Factors and Performance Measures, Risk Elements and Risk Prevention Measures, QC Team, and the Milestone and Deliverable Schedule.

After the scoping and contracting are completed, Jones Edmunds will provide full multi-disciplinary services to complete the County's projects. The flow chart below outlines Jones Edmunds' proposed general approach to a typical project.

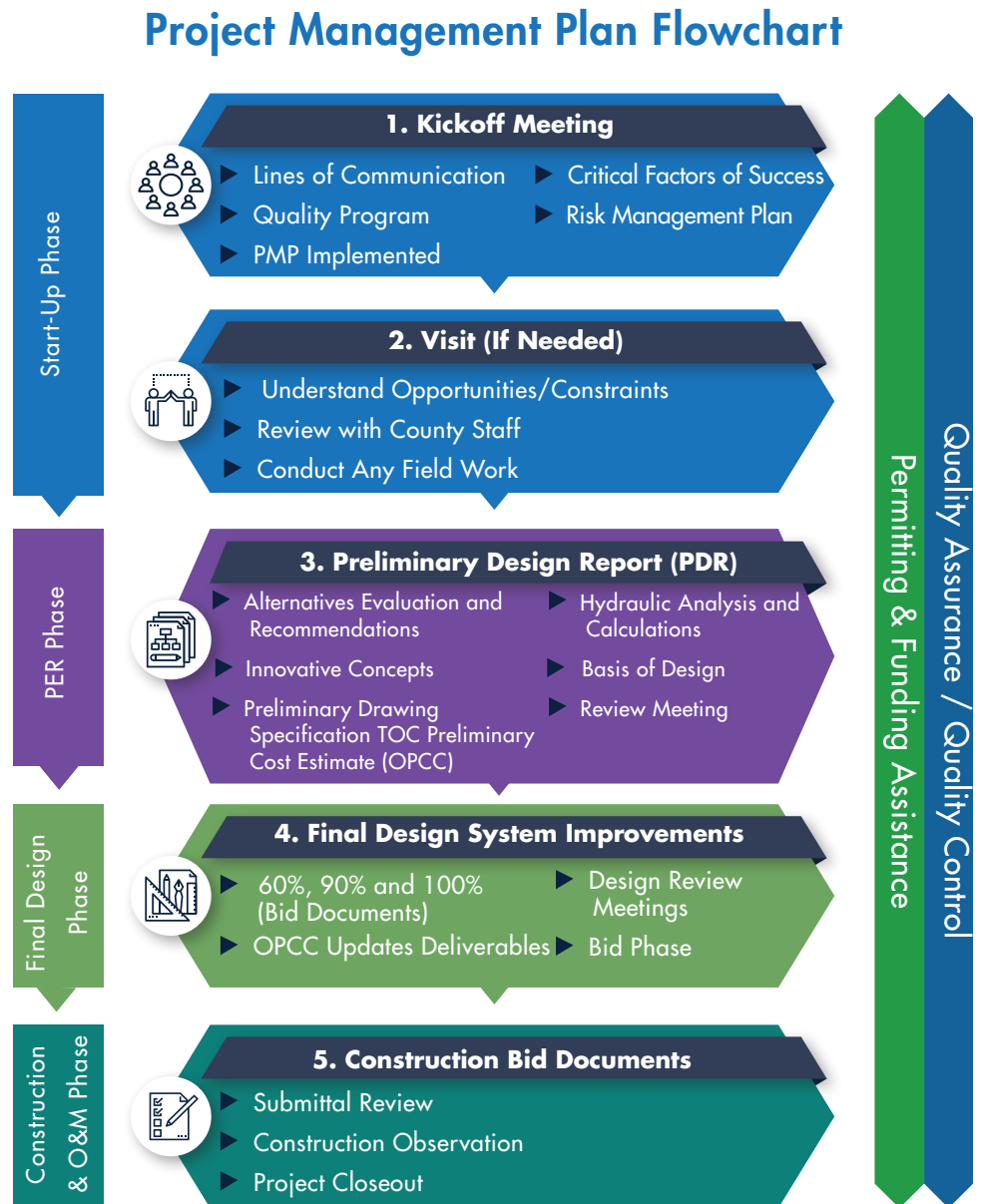
Our approach for studies/planning, reporting, and grant assistance shares the project initiation, site visits, and our QA/QC program. Data collection and analysis are typically two components of the approach for studies and reporting. The tools used for the analyses are then applied to develop conceptual solutions in case studies. Our approach for this type of work is very collaborative in that we will discuss data and methodologies with you before the analyses, thoroughly review results with you until you have a sound comfort level with them, and then work together to find solutions that are cost-effective, practical, maintainable, and eligible for grant funding where possible. We are also

proponents of pre-selling project concepts with funding agencies early in the process. Our reputation, relationships with funding entities, and experience with developing winning application packages will make us a valuable partner for the County.

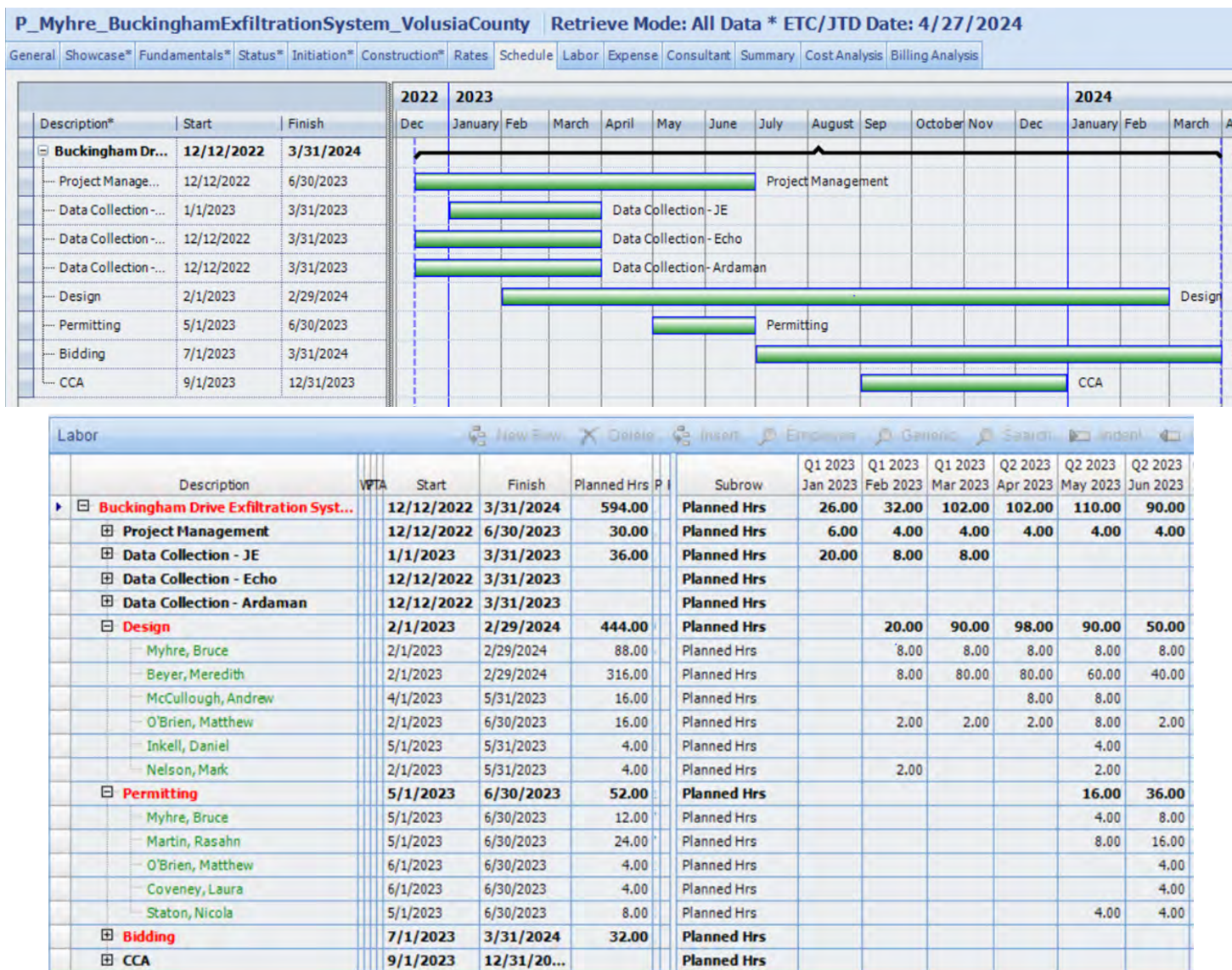
Schedule Control – Jones Edmunds maintains established schedules throughout projects. We hold regular meetings with your project team members to review the status of the scope of work, deliverable due dates, and budgets. Maintaining schedules contributes to effective budget control by keeping the team focused on the activities scheduled and deliverables due.

We are committed to meeting schedules. As part of this commitment, we use proven management procedures within Deltek Vision along with our understanding of your project's goals, established workflows (we have developed standard operating procedures for Civil and Environmental Engineering

Services and other tasks we may encounter under this contract), and customized applications that we have developed over the years to enable us to complete projects on time and within budget. For example, much of the team proposed for this contract has worked together for over a decade. This experience allows us to work seamlessly on the type of projects expected from this contract. Our management procedures, technical approach, and work experience provide a powerful combination to help the County achieve its objectives on time and within budget.



Understanding projected workload and resource allocation is essential to delivering a successful project. Each project is entered into the Deltek Vision system with a contract, budget, staffing, and quality control plan. This system allows us to view and analyze workload projections for an individual, department, discipline, or any combination up to the entire company. The graphics below show how Deltek Vision tracked project tasks, milestones, and staff availability for a Volusia County project last year.



Cost Control – Project Budget and Cost Control are at the heart of our company as we dedicate ourselves to the people we serve with Integrity, Knowledge, and Service. Jones Edmunds' organizational management is client-focused to provide responsive service tailored to your project. Volusia County can count on our team to look for ways to meet your goals while maximizing resources, minimizing costs, and providing a high level of service and project delivery from start to finish.

We focus on a team-centric approach to providing services to Volusia County. We aim to control and minimize costs while maintaining the County's long-term goals and to make decisions that County staff will understand and be happy with 10 or 20 years from now. Cost-effective solutions must include the future vision for the various County projects. Our approach and methodology includes:

- Involving County staff and the design project team in workshops to efficiently obtain comments and input on ideas and design approach strategies. Working together early to evaluate and select a cost-effective approach to construction, operation, and maintenance.

- Using and fostering our relationships and open approach to ensure that all project stakeholders, including the County, Contractor (if applicable), Engineer, regulatory agencies, and funding agencies, are all part of the same team working toward the same goals. This greatly helps to mitigate issues that may arise during the project and helps result in a successful project for all stakeholders.

Budget control and completing a project at or under budget are critical success measures. We monitor costs through Deltek Vision to control them. The software incorporates our business functions, including resource management, project management, accounting, marketing, time-and-expenses capture, and billing. It integrates Jones Edmunds' departmental operations and procedures and is a centralized hub for efficient resource allocation, project budget and schedule tracking, and reporting. Our managers use this real-time data to track project performance weekly.

QA/QC Procedures and Plan — Quality Assurance (QA) involves systematically planning, monitoring, and evaluating services to meet and maintain stringent quality standards. Quality Control (QC) involves the specific activities performed to examine work products against the quality standards of our clients, company, and industry. Essentially, QA is focused on the process, whereas QC is focused on the deliverables.

Brett Cunningham is in the Lead QA/QC role. He is supported by Discipline-level QC Leads who are experts in the appropriate practice areas so that all major project elements can be reviewed effectively. We will develop a proper Quality Assurance Project Plan (QAPP) tailored to each County assignment. Our QA/QC process begins with a clear understanding of the scope of work, client expectations, and required level of effort. QA/QC must be performed throughout the project. If performed effectively, early, and continually, it will result in good decisions being made at the right time with an overall increase in efficiency, quality, and client satisfaction.

One of the strengths of our QA/QC program is that it incorporates involvement from all levels of staff – from field to corporate officers. The Jones Edmunds project delivery approach incorporates project controls and QA/QC at multiple levels for each deliverable.

QC REVIEWERS - LEVEL 3

Project Manager (QC Team)

Myhre, Bruce

Senior Reviewer

O'Brien, Matthew

QC Tracking PDF Link

<http://pipeline/reportserver?/corporate/ProjectPlan/QCTrackingForm&rs:Format=PDF&srcToolBar=false&srcParam>

Milestones and Deliverables Schedule

Milestone	QC Start Date (Deliverable)	Client Due Date	Rem	Actual Date Delivered
Specifications	9/1/2023	9/7/2023		
30% Plans	5/8/2023	5/12/2023		
100% Submittal	1/15/2024	1/19/2024		

The QA/QC team, defined during project plan development, will attend relevant project meetings, stay involved and focused on project objectives, and act as internal consultants who provide input as required.

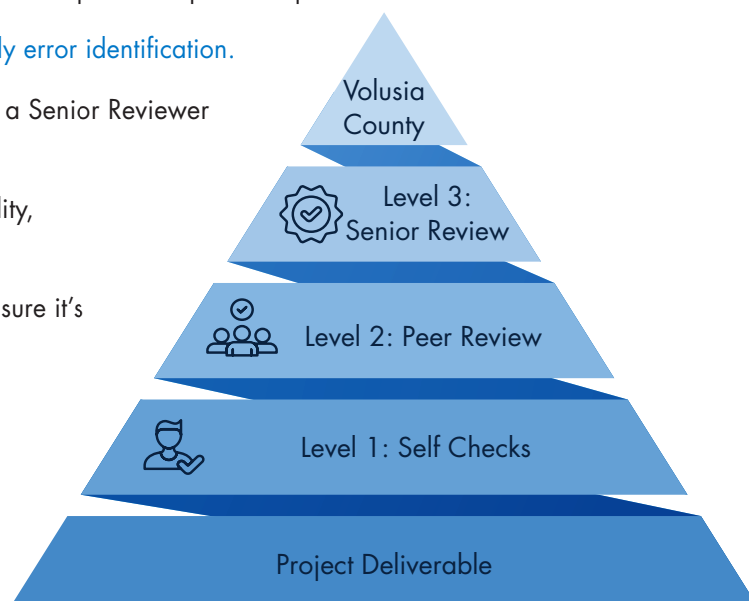
This approach stresses error avoidance rather than simply error identification.

Senior review conducted by the Project Manager and a Senior Reviewer assigned to the project by senior management.

Professional peer review to check for accuracy, practicality, completeness, and compatibility with expectations.

Self-checks by technical leads reviewing their work to ensure it's ready for the County

QA/QC staff conduct independent QC reviews at milestones identified in the project plan. All three levels of reviews are performed at each milestone.



A photograph of a pond featuring a large, vibrant green lily pad with dark brown spots in the center. To the right of the lily pad is a blooming pink lotus flower with many layers of petals and a bright yellow center. The water is dark and reflects the surrounding foliage. The entire image is framed by a green bar at the top and a blue bar at the bottom.

16.5

FINANCIAL STABILITY

A close-up photograph of a green lily pad floating on water, showing its intricate vein structure and some small dark spots on its surface.

HUMAN RESOURCES

Jones Edmunds is prepared to commit the necessary resources to achieve all project goals and to meet the County's time and budget requirements. Our projects for you will be managed and performed primarily by staff from our Alachua, with support from our Tampa office. Our subconsultant team members from ESA are located in Tampa and Sarasota. We understand the importance of timeliness; therefore, with an effective work management plan, we can draw on our extensive network of Company-wide resources when needed to complete projects on schedule. Our staff and members of our subconsultant team can meet with the County on very short notice, and our field visits will require minimal travel time from the office. **With our extensive experience providing this type of service, we can accurately project the time and resources needed to perform the work efficiently and cost-effectively.**



Our staff routinely shares work and resources between offices. We use Internet meetings, videoconferencing, and telecommunications to help coordinate team members in all our offices. All Jones Edmunds offices are linked electronically, facilitating seamless report, design, and drafting preparation. Furthermore, all team members are linked electronically, facilitating overall project production and coordination.

Jones Edmunds has analyzed the personnel resources for our proposed project team in conjunction with the resources you need for this project. **Based on this analysis, we are fully prepared to commit the necessary resources to properly complete this project.**

We routinely analyze current and projected workloads to ensure proper allocation of resources. Jones Edmunds has procedures, computer software, and databases that allow us to track project progress and monitor available resources for project assignments. We monitor projects bi-weekly to ensure we can meet all project commitments and properly allocate resources. We will use this approach to ensure that the allocated personnel and resources are maintained to complete this project on time and within budget. **Jones Edmunds has never failed to complete work awarded under contract, nor have we been removed from any project awarded to the firm.**

FINANCIAL RESOURCES

Jones Edmunds has the financial capacity to complete the scope of services requested by Volusia County and is committed to achieving the County's goals for this contract. We are a financially stable corporation that prides itself on providing its clients with services that are not only high quality but are also cost-effective. We offer our clients stable and consistent services. This includes continuity in senior-level personnel and financial stability. We have developed our solid reputation with clients and regulatory personnel through years of continued responsive and quality service. If you want additional information about Jones Edmunds' financial qualifications, our Controller, Trey Long, CPA, is available at 352.377.5821 or tlong@jonesedmunds.com.

A letter of reference from our financial institution is provided on the following page.



October 18, 2023

To Whom It May Concern:

This letter is to confirm that Jones Edmunds & Associates, Inc. has been a customer of United Community Bank since 2022. Additionally, I have served as the banker for this client for nearly a decade. The company has always been and remains in good standing with our bank.

The company maintains multiple depository accounts with the bank with a combined average balance in the mid seven figure range. It also has available a collateralized revolving line of credit in the low seven figures. All accounts have been handled as agreed.

Jones Edmunds is a valuable customer of United Community Bank and has been a long-standing business in the local community for over 40 years. Its management team is highly regarded. We consider it a privilege to have Jones Edmunds & Associates, Inc. as our customer.

Please do not hesitate to contact me if additional information is needed. I can be reached at 352-213-8776 or Robert.mcdaniel@ucbi.com.

Sincerely,

A handwritten signature in black ink that reads 'Robert T. McDaniel'.

Robert McDaniel
Market President