

City of Palm Coast, Florida Agenda Item

Agenda Date: June 16, 2026

Agenda Item: G.3

Department STORMWATER AND ENGINEERING Division CONSTRUCTION MGT AND ENGINEERING	Amount \$304,121.00 Org/Account # 54205509-063000-SW55013
Subject: RESOLUTION 2026-XX APPROVING A WORK ORDER WITH FREESE AND NICHOLS FOR A BELLE TERRE STORMWATER PARK PRELIMINARY REPORT	
Presenter: Carmelo Morales, Stormwater Engineer	
Attachments: <ol style="list-style-type: none">1. Resolution2. WO Proposal	
Background: <p>Staff are evaluating opportunities to enhance regional flood protection within the northern portions of the city, where frequent roadway flooding has been observed. The London Waterway and Control Structure LO-1 function as the primary regional stormwater system for the northern portion of Palm Coast. The original system, as outlined in the Comprehensive Land Use Plan (CLUP) developed in the late 1970s, relied heavily on distributed flood storage and conveyance provided by constructed canals, Bird of Paradise, and Hulett Swamp. The plan envisioned three major detention lakes totaling approximately 115 acres of connected water surface area. However, only about 30 acres of storage were ultimately constructed. Despite this existing storage, surrounding neighborhoods continue to experience chronic street flooding during storm events. To address these challenges, the city is seeking to increase regional stormwater storage. A City-owned 28-acre vacant parcel, located along Belle Terre Parkway behind Fire Station No. 23, has been identified as a potential site to provide additional stormwater storage while also serving as a regional park facility.</p> <p>Under the existing contract RFSQ-SWE-24-12, staff negotiated a scope and fee not-to-exceed \$304,121 for a feasibility analysis for the Belle Terre stormwater park modeling and preliminary engineering report. City staff have determined that the cost for the services is reasonable and fair and is consistent with these types of services for a project of this size and scope.</p> <p>Funds for this project are budgeted for out of the FY 2026 Stormwater Engineering Fund.</p>	

Source of Funds Worksheet

Original Budget: \$13,478,841.00

Total Expended/Encumbered to Date: \$9,796,200.25

Pending Work Orders.Contracts: \$0.00

Current (WO/Contract): \$304,121.00

Balance: \$3,378,519.75

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING A WORK ORDER WITH FREESE AND NICHOLS FOR A BELLE TERRE STORMWATER PARK PRELIMINARY REPORT

RESOLUTION 2026-__
BELLE TERRE STORMWATER PARK

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING A WORK ORDER FOR A BELLE TERRE STORMWATER PARK PRELIMINARY ENGINEERING FEASIBILITY REPORT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR FUTURE AMENDMENTS, PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires to utilize Freese and Nichols for a preliminary stormwater engineering feasibility report of Belle Terre Stormwater Park; and

WHEREAS, Freese and Nichols desire to provide engineering services for an evaluation and preliminary stormwater report of Belle Terre Stormwater Park; and

WHEREAS, City Council desires to approve above-mentioned services for the above-mentioned project; and

WHEREAS, in accordance with Chapter 2, Article 1, Division 3 – Purchase and Contractual Services Sections, 2-26- Approval Requirements- Subsection A, City Council desires to grant authority for the City Manager to enter into or increase any necessary contracts including those that are equal to or exceed \$100,000 associated with the expenses related to the above-mentioned services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF A WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of a work order with Freese and Nichols for a preliminary stormwater engineering feasibility report of Belle Terre Stormwater Park, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE AND EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to Contract Agreements for changes totaling less than \$100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Contract Agreements on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 16th day of June 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Work Order



May 13th, 2026

Carmelo Morales, P.E., C.F.M
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

**RE: BELLE TERRE STORMWATER PARK MODELING AND PRELIMINARY ENGINEERING
REPORT PROPOSAL**

Dear Mr. Morales,

Freese and Nichols, Inc. (FNI) is pleased to submit this proposal for providing professional engineering services to the City of Palm Coast (CLIENT) to perform a feasibility study, collect site data, and prepare a preliminary concept for the Belle Terre Stormwater Park project.

Freese and Nichols, Inc. (FNI) will render professional services as outlined in the attached Scope of Services and is ready to commence work upon authorization to proceed and will complete the services in accordance with the task durations outlined in the referenced project schedule.

FNI proposes to provide the services described herein for a lump sum fee of Three Hundred Four Thousand One Hundred Twenty-One Dollars (\$304,121).

We appreciate the opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact us. If you agree with the services described above and wish for us to proceed with this assignment, please initiate authorization in accordance with the City's Continuing Contracts Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Beatriz Estrada Guerra".

Beatriz Estrada Guerra, P.E.
Team Manager

A handwritten signature in black ink, appearing to read "Cory J. Stull".

Cory J. Stull, P.E.
Principal / Vice President

May 13th, 2026

Carmelo Morales, P.E., C.F.M
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164



**CITY OF PALM COAST
BELLE TERRE STORMWATER PARK MODELING AND PRELIMINARY ENGINEERING REPORT
PROPOSAL**

1. PROJECT BACKGROUND

The City of Palm Coast (City) is evaluating opportunities to enhance regional flood protection within the northern portions of the City, where frequent roadway flooding has been observed. The London Waterway and Control Structure LO-1 function as the primary regional stormwater system for the northern portion of Palm Coast. The original system, as outlined in the Comprehensive Land Use Plan (CLUP) developed in the late 1970s, relied heavily on distributed flood storage and conveyance provided by constructed canals, Bird of Paradise, and Hulett Swamp. The plan envisioned three major detention lakes totaling approximately 115 acres of connected water surface area. However, only about 30 acres of storage were ultimately constructed. Despite this existing storage, surrounding neighborhoods continue to experience chronic street flooding during storm events. To address these challenges, the City is seeking to increase regional stormwater storage. A City-owned 28-acre vacant parcel, located along Belle Terre Parkway behind Fire Station No. 23, has been identified as a potential site to provide additional stormwater storage while also serving as a regional park facility.

2. PROJECT APPROACH

Freese and Nichols will provide planning, stormwater modeling, pre-design, and feasibility analysis in support of the City's goals to increase stormwater storage capacity within the London Waterway system. Freese and Nichols proposed services include topographic and boundary surveys, preliminary biological assessments, geotechnical investigation, hydrologic and hydraulic modeling, preliminary environmental permitting coordination, and feasibility analysis. The project consists of the planning and conceptual layout of a stormwater management facility and future park amenities including unpaved trail, landscaping, parking lot, and other park elements. All analyses, modeling, and layouts will be performed at a planning-level and are not intended for final design, permitting, or construction.



Figure 1: Project Location

A breakdown of the tasks that FNI will conduct as part of this project is shown in **Table 1**. Details of each task are included in the following sections.

Table 1: Project Tasks

TASK	DESCRIPTION
1	Project Management and Administration
2	Data Collection
3	Hydrologic and Hydraulic Analysis and Modeling
4	Feasibility, Planning, and Pre-Design Services
5	Planning Level Construction Cost Estimate(s)
6	Preliminary Permit Agency Coordination
7	Documentation and Reporting

TASK 1 | PROJECT MANAGEMENT AND ADMINISTRATION

Freese and Nichols (FNI) will perform project management and administration necessary for completion of the project. Services shall be based on an estimated nine (9) month duration for planning, modeling, and preliminary design services including the following:

- Project setup including project accounting setup, file management, financial tracking, and routine project controls including monthly invoicing.
- Conduct a project kickoff meeting with the City to review the project scope, schedule, data requests, and project milestones. This meeting will be in-person with a virtual

attendance option. FNI will prepare a meeting agenda and provide meeting minutes following the kickoff meeting. FNI will also hold a similar project kickoff meeting internally for the project team.

- Provide a monthly project status summary memo to accompany each invoice.
- Contract management for FNI's engaged subconsultant services including administration, invoice review and payment, and performance oversight.
- Implement a quality management plan and perform quality assurance and quality control (QA/QC) reviews in accordance with FNI's QA program.

TASK 2 | DATA COLLECTION

Freese and Nichols (FNI) will collect information and data necessary for completion of the planning and design of the project including the following:

Public Information – FNI will research, gather, and review publicly available information including previous studies, soil maps, LiDAR topography, floodplain maps, and previous Environmental Resource Permits.

City Data Request – FNI will request and review information from the City including previous stormwater models and calculations, record plans for subdivisions, as-constructed records, City utility maps, utility as-builts, and adjacent projects. FNI will provide the City with a data request memorandum listing data needs and will maintain a data request log identifying information received and any outstanding data needs.

Pre-design Team Field Visit – FNI will perform two (2) field visits, document existing conditions, and take current photographs of the project area and conveyance routes to assist in the preparation of the existing conditions stormwater model.

Topographic and Boundary Survey – Mark Dowst and Associates (MDA) will perform Topographic and Boundary Survey Services in support of the engineering design and permitting efforts as described in the enclosed MDA proposal. MDA will also perform a sample tree survey consisting of three separate areas approximately 150 ft by 150 ft for each sample area for use in City permitting consistent with the City's site development code. FNI will coordinate with MDA and review their survey deliverables.

Geotechnical Investigation – Tierra, Inc. will perform a Geotechnical Investigation of the project site in support of the engineering design and permitting services as described in the enclosed proposal from Tierra. FNI will coordinate with Tierra and review their

report/analysis. The City will provide access to the boring locations consistent with the enclosed proposal.

Environmental Assessment – Zev Cohen and Associates (ZCA) will provide a preliminary biological assessment consisting of preliminary environmental review, wetland delineation, and preliminary protected species survey in support of the project as further described in the enclosed proposal from ZCA. FNI will coordinate with and review ZCA's reports.

TASK 3 | HYDROLOGIC AND HYDRAULIC ANALYSIS AND MODELING

Freese and Nichols (FNI) will utilize the City's existing stormwater model, an ICPR 1D Model utilizing StormWise v4.08.02 to review the existing conditions, evaluate potential pond and pond outfall configurations, assess the proposed conditions, and report the anticipated drainage basin benefits. The study will leverage the existing ICPR 1D model to simulate current and proposed conditions. The approach will include data collection, hydrologic and hydraulic modeling, evaluation of the proposed improvements. The goal is to provide the City with a clear understanding of the potential benefits, challenges, and an implementation path for the proposed project. FNI will rely on the City-provided model as a baseline and will not perform a full validation or calibration of the existing model. Results are dependent on the accuracy and completeness of the underlying model.

3.1 Existing Conditions

- FNI will create truncated 1D hydraulic model of the project area leveraging elements from the City's existing City-wide model.
- FNI will review the City's existing stormwater model for consistency with the City's existing infrastructure records, topographic survey, current land uses, recent projects, and observed field conditions. Minor updates will be made to the existing model to accurately reflect the existing conditions. Minor updates will be limited to localized refinements such as updates to land use, recent improvements, and pipe connectivity within the immediate project area. Significant modifications including basin re-delineation, major conveyance rerouting, or full model recalibration are not included.
- FNI will develop project boundary conditions based on topographic information and data collection noted above and create a truncated 1D ICPR hydraulic model of the project area leveraging elements from the City-wide 1D model. FNI will generate flow hydrographs from the City-wide model at key locations to establish the truncated model's boundary conditions.
- Document existing conditions results, including observed flow restrictions, baseline

storage utilization, peak stages, and existing level of service (LOS).

- FNI will create an updated existing hydrologic and hydraulic model and document the existing conditions for the 5-, 10-, 25-, 100-, and 500- year storm events.
- The H&H results will be discussed at a meeting with the City.

3.2 Conceptual Planning / Proposed Alternatives Analysis

- FNI will utilize the updated existing conditions stormwater model to analyze the proposed pond location, contributing drainage basins, inflow conveyance routing, and evaluate potential modifications to the contributing drainage basins or pond inflow conveyance routes.
- FNI will evaluate up to two concept-level alternatives to improve stormwater storage and hydraulic performance by maximizing storage capacity and exploring control structure configurations with the existing drainage system. Each alternative will be evaluated at a conceptual level with one modeling iteration per alternative. Refinement will be limited to the selected alternative following the review workshop.
- Assess impact on existing flow conditions and identify potential mitigation options for each alternative.
- Compare storage gains, flood-stage reductions, and downstream impacts relative to existing conditions.
- Update city-wide 1D model with the final recommended alternative configuration. This task does not include full model updates, calibration, or system-wide QA/QC.
- Execute and troubleshoot 1D ICPR model.
- Execute model for 5-, 10-, 25-, 100-, and 500-year storm events.
- FNI will prepare up to three (3) proposed concepts for review.
- FNI will conduct one review meeting / workshop with the City to discuss the proposed options, FNI recommendations, and discuss a final decision on the conceptual stormwater pond configuration.

TASK 4 | FEASIBILITY, PLANNING, AND PRE-DESIGN SERVICES

FNI will prepare a conceptual stormwater park layout for City review and discussion as well as prepare a final preliminary design graphic to use as the basis of design and master concept plan for the future stormwater park.

4.1 Conceptual Stormwater Park Layout

- Based on the recommended stormwater improvements, FNI (in coordination with Castle Bay Design Studio) will prepare a conceptual site layout graphic including the proposed stormwater pond, inlet/outlet control locations, future park area, and conceptual site plan. Stormwater management functionality and hydraulic

performance will govern the layout and design of the site.

- The initial concept plan will include the location, size, and configuration of the proposed stormwater pond. A perimeter walking trail will be conceptually designed along with other site elements such as future park facilities and future parking lot.

4.2 Final Conceptual Master Plan

- Once the conceptual master Stormwater Park plan has been provided to the City for review, FNI and CBDS will conduct one review meeting with the City to review and discuss the conceptual stormwater pond, park layouts, functional benefits, and potential costs.
- Once the conceptual layout has been discussed with the City of Palm Coast, FNI and CBDS will consolidate all review comments, discussions, and information received to refine the Conceptual Layout and prepare a final Conceptual Master Plan to serve as the 'roadmap' for the pond and future Park.

4.3 Conceptual Master Plan Quality Assurance / Quality Control

- FNI will review the conceptual layouts for consistency with the preliminary H&H models, existing conditions, available project data, and collected site information.
- FNI will assign senior advisor staff to review the technical memoranda, conceptual graphics, and planning-level cost estimates.
- FNI will review the Conceptual Master Plan for consistency with City review comments and requests.

TASK 5 | PLANNING-LEVEL CONSTRUCTION COST ESTIMATE(S)

Once the alternatives analysis and conceptual master plan have been completed, FNI will provide a planning-level Opinion of Probable Construction Cost (OPCC) for the recommended project configuration including a contingency of approximately 30% for a planning-level estimate.

TASK 6 | PRELIMINARY PERMIT AGENCY COORDINATION

Freeze and Nichols (FNI) will hold pre-application meetings with the following agencies and document the permitting requirements. This task is limited to preliminary coordination and initial planning. It does not include preparation of water quantity or water quality calculations or submittal of permit applications or final design documentation required for permitting.

6.1 St. Johns Water Management District (SJRWMD) Environmental Resource Permit (ERP)

- FNI will facilitate and attend a pre-application meeting with SJRWMD during the preliminary design phase and will confirm the permitting requirements for the project which will be noted in the Technical Memorandum.

- FNI will perform very preliminary, planning-level water quality treatment calculations based on the Pre-Application meeting. FNI will notate the potential locations and probably sizes for a water quality treatment train on the Conceptual Master Plan and note the likely permitting requirements within the Technical Memorandum.
- FNI in coordination with Zev Cohen and Associates will document the possible environmental impacts and likely mitigation requirements.

6.2 City of Palm Coast

- FNI will attend one pre-application meeting with the City of Palm Coast permitting staff and will document the anticipated permitting requirements in the Final Technical Memo.

TASK 7 | DOCUMENTATION AND REPORTING

FNI will prepare a Technical Memorandum summarizing the project efforts, hydrologic and hydraulic analysis, recommendations, conceptually proposed improvements, permitting requirements, and planning-level construction cost estimate including the following:

- Graphics showing the overall drainage area and estimated impacts as well as the conceptually proposed improvements. Detailed construction plans will not be provided.
- Planning-Level Opinion of Probable Construction Cost.
- Recommendations for SUE locates, geotechnical investigations, or other recommended additional data collection.
- A summary of the anticipated permitting requirements.
- Written commentary on the potential benefits and challenges of the proposed improvements.

FNI will provide one draft to the City for review and discussion one week prior to a review meeting with the City. FNI will conduct a Technical Memo review meeting and incorporate the City's questions and comments into a final Technical Memorandum.

Throughout the duration of the project, FNI will attend up to nine (9) monthly progress meetings via video/teleconference with the City and/or additional stakeholders as requested by the City. FNI anticipates the following meetings throughout the duration of the project:

- FNI internal Team kickoff meeting (included in Task 1.0)
- Project kickoff meeting with the City (included in Task 1.0)
- Conceptual Layout Review meeting (included in Task 4.0)
- SJRWMD pre-application meeting (included in Task 6.0)
- Pre-Application meeting with the City (included in Task 6.0)

- Up to nine (9) monthly progress meetings (included in Task 1.0)

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the services described above are considered Additional Services. Additional Services will only be performed if requested

SCHEDULE:

FNI is authorized to commence work on the Project upon execution of this Task Order and estimates the work included in this task order will be completed in accordance with schedule shown in **Table 2**.

Table 2: Project Schedule

Task	Description	Calendar Days
1	Project Management and Administration	Ongoing throughout the project
2	Data Collection	90 Days from the NTP
3	Hydrologic and Hydraulic Analysis and Modeling	120 Days from completion of Task 2
4	Feasibility, Planning and Preliminary Design	60 Days from completion of Task 3
5	Planning-level Cost Estimate	30 Days from completion of Task 4
6	Preliminary Permit Coordination	Concurrent with Task 4
7	Documentation and Reporting	45 Days from Completion of Tasks 5 & 6

COMPENSATION:

For performance of the services described in this Scope of Services, the City will compensate FNI in the Lump Sum amount of \$376,451 for Tasks 1 through 7 as shown in **Table 3**. FNI will be paid for services performed per task as set forth herein, covering the work-in-progress expressed as a percentage of the total cost of the service and work required for each task involved.

Table 3: Compensation for Services

Task	Description	Lump Sum Fee
1	Project Management and Administration	\$ 27,972
2	Data Collection	\$ 123,087
3	Hydrologic and Hydraulic Analysis	\$ 79,254
4	Feasibility, Planning, and Preliminary Design	\$ 27,642
5	Planning-Level Cost Estimate	\$ 9,642
6	Preliminary Permit Coordination	\$ 10,550
7	Documentation and Reporting	\$ 25,974
Lump Sum Total		\$ 304,121

Table 4: Subconsultant Breakdown

	Description	Lump Sum Fee
1	Zev Cohen and Associates (Environmental)	\$ 7,000
2	Mark Dowst and Associates (Survey)	\$ 79,935
3	Tierra Inc. (Geotechnical)	\$ 13,600
4	Castle Bay Design Studio (Landscape Architect)	\$ 6,000
5	Freese and Nichols	\$ 197,586
Lump Sum Total		\$ 304,121

Belle Terre Stormwater Park Fee Breakdown 5/13/2026	Project Fee Summary	
	FNI: \$	197,586
	Subs: \$	106,535
	Total: \$	304,121

Task Description	Principal							Total Hours	Total Labor Effort	Miles	Other	Total Expense Effort	Subconsultants				Total Sub Effort	Total Effort		
	Principal	Project Manager	Sr. Modeler	HH Lead	Sr. Designer	Water Quality Expert	CADD Design						Zev Cohen	Dowst	Tierra	Castle Bay				
1.0 - Project Management and Administration									\$	-		\$					\$	\$		
External Kickoff Meeting							1 2 1	2 10 1	\$ 21	2,102	320	\$	232				\$	\$		
Internal Kickoff Meeting									\$ 7	1,482		\$				\$	\$			
Periodic Internal Meetings								8 8 12	\$ 28	5,716		\$				\$	\$			
Periodic Client Meetings								10 4 12 4	\$ 30	6,360	640	\$	464			\$	\$			
Project Setup and Administration							2		\$ 11	2,086		\$				\$	\$			
Monthly Invoices and Monthly Status Reports							4		\$ 16	3,004		\$				\$	\$			
Sub-consultant Management and contract administration							2		\$ 12	2,336		\$				\$	\$			
FNI Review of Subconsultant deliverables							2		\$ 12	2,404		\$				\$	\$			
Quality Management Plan and Quality Assurance Reviews by Senior Advisor							1 2		\$ 7	1,786		\$				\$	\$			
2.0 - Data Collection									\$	-		\$				\$	\$			
Public Information								2 2 4	\$ 8	1,596		\$				\$	\$			
Data Collection Request and Tracking								2 2 12	\$ 18	3,300		\$				\$	\$			
Pre-Design Site Visit								2 2 2 1	\$ 9	1,880	960	\$	696			\$	\$			
Topographic and Boundary Survey (Dowst)									\$	-		\$			79,935	\$	\$			
Geotechnical Investigation (Tierra)									\$	-		\$			13,600	\$	\$			
PBA and Wetland Delineation (ZCA)									\$	-		\$			7,000	\$	\$			
3.0 - H&H Modeling									\$	-		\$				\$	\$			
3.1 - Existing Conditions									\$	-	220	\$	160			\$	\$			
Develop project boundary based on topographic information and data collection noted above.								2 1 8	\$ 11	2,050		\$				\$	\$			
Create a truncate 1D ICPR hydraulic model leveraging elements from the City-wide 1D model.								4 24	\$ 28	4,864		\$				\$	\$			
Generate flow hydrographs from the City-wide model at key locations to establish the 2D model's boundary conditions.								1 16	\$ 17	2,886		\$				\$	\$			
Establish tailwater conditions for the outfall.								4 2 8	\$ 14	2,764		\$				\$	\$			
Include other pertinent existing 1D components in project area (pipes/culverts, drop structures).								2 4 16	\$ 22	4,028		\$				\$	\$			
Execute model for the 2, 5, 10-, 25-, 50, 100-, and 500-yr storm events.								4 8 40	\$ 52	9,392		\$				\$	\$			
Document existing conditions results, including observed flow restrictions and the existing level of service.								4 4 36	\$ 44	7,868		\$				\$	\$			
3.2 - Proposed Alternatives									\$	-		\$				\$	\$			
Evaluate (2) configurations within the proposed right-of-way using the newly created 2D ICPR model.								4 6 70 4	\$ 84	14,974		\$				\$	\$			
Execute model for the 2, 5, 10-, 25-, 50, 100-, and 500-yr storm events.								4 8 30	\$ 42	7,722		\$				\$	\$			
Assess impact on existing flow conditions and identify potential mitigation option for each alternative.								1 4 24	\$ 29	5,114		\$				\$	\$			
Compare storage gains, flood-stage reductions, and downstream impacts relative to existing conditions.								1 4 6 4	\$ 15	3,108		\$				\$	\$			
Present results to City of Palm Coast and gather feedback.								6 4 4	\$ 14	3,024		\$				\$	\$			
Update city-wide 1D model with the final recommended configuration.								4 4 24	\$ 32	5,864		\$				\$	\$			
Execute and troubleshoot city-wide 1D ICPR model.								4 2 24	\$ 30	5,436		\$				\$	\$			
4.0 - Feasibility, Planning, and Pre-Design									\$	-		\$				\$	\$			
4.1 - Conceptual Park Layout									\$	-		\$				\$	\$			
4.1 - Conceptual Park Layout								1 4 2	\$ 39 4	7,798		\$				\$	\$			
4.2 - Final Concept								8	\$ 44 8	9,016		\$				\$	\$			
4.3 - QA/QC Reviews								2 8 4	\$ 16	3,928		\$				\$	\$			
4.4 - Landscape Architecture (Castle Bay)									\$	-		\$				\$	\$			
5.0 - Planning-Level Construction Cost Estimate(s)									\$	-		\$				\$	\$			
5.1 - Preliminary								1 4	\$ 27	5,526	30	\$	22			\$	\$			
5.2 - Final Conceptual								4	\$ 20	4,072	30	\$	22			\$	\$			
6.0 - Preliminary Permit Agency Coordination									\$	-		\$				\$	\$			
6.1 - SJRWMD								4	\$ 38 2	6,912	30	\$	22			\$	\$			
6.2 - City								1 2	\$ 19	3,594	30	\$	22			\$	\$			
7.0 - Documentation and Reporting									\$	-		\$				\$	\$			
7.1 - Technical Memo								4 4 48 4 16	\$ 76	13,544		\$				\$	\$			
7.2 - Exhibits								2 2 8	\$ 36	6,544		\$				\$	\$			
7.3 - Summary of Results								1 2 2 8	\$ 21	3,886		\$				\$	\$			
7.4 - Review with City and Finalize Memo								4	\$ 8	2,000		\$				\$	\$			
									\$	-		\$				\$	\$			
	8	126	90		498	58	76	90	946		2,240	\$	\$	\$	7,000	79,935	13,600	6,000	122,515	
								\$	\$179,966	\$	\$6,619	\$	\$1,639	\$	\$	\$8,050	\$91,925	\$15,640	\$6,900	\$304,121



February 19, 2026

Via email: Travis.Terpstra@freese.com

Freese & Nichols, Inc.
Travis Terpstra, Project Manager
4 Office Park Drive
Corner Suites
Palm Coast, FL 32137

Re: Professional Surveying Services
MDA #P-1142

Dear Travis:

Pursuant to your request, enclosed herein is our proposal for performing Professional Surveying Services. We propose to provide the following scope of service:

A. Professional Surveying Services

- 1. Boundary Survey \$8,495.00
This task includes preparing a Boundary Survey of Volusia County Parcel No. 07-11-31-7035-RPOL3-0010, located on Belle Terre Parkway in Palm Coast, Florida. We will establish horizontal control in State Plane Coordinates based on NAD 1983 Datum and locate sufficient monumentation to establish the boundary and recover and/or set property corners as necessary. We will locate all above ground visible improvements within the boundary, within 10 feet outside the boundary and adjacent roadways to the furthest edge of pavement. Once completed, we will provide a digitally signed and sealed copy for the clients use.

- 2. Topographic Survey \$44,895.00
This task includes preparing a Topographic Survey of Volusia County Parcel No. 07-11-31-7035-RPOL3-0010, located on Belle Terre Parkway in Palm Coast, Florida. We will establish vertical control based on NAVD 1988 Datum and set a minimum of 4 site Benchmarks. We will locate all above ground visible improvements and underground improvements based on above ground evidence and structure details within the boundary, within 20 feet outside the boundary, and adjacent road rights-of-way, as well as the intersection of Belle Terre Parkway and Sienna Trail to fifty (50) feet west of the westerly right-of-way of Belle Terre Parkway. We will also locate the ditch located on the northwesterly boundary from the northerly property corner, northeasterly up to the main drainage canal. All with vertical relief. All open areas will be located based on a 100' by 100' grid transect. Once completed, we will provide a digitally signed and sealed copy for the clients use.

3. Utility Location Survey \$3,145.00
This task includes locating the existing city utilities, to include water, sanitary sewer and electrical utilities and add it to the Topographic Survey of Volusia County Parcel No. 07-11-31-7035-RPOL3-0010, located on Belle Terre Parkway in Palm Coast, Florida. We locate all above ground visible utilities to include markings by the utility companies based on a Sunshine 811 Dig Ticket request. Once completed, we will provide a digitally signed and sealed copy for the clients use.

4. Optional SUE Locates \$7,570.00
This task includes locating four (4) underground utility locations for water, sanitary sewer and electrical utilities utilizing soft dig methods and add it to the Topographic Survey of Volusia County Parcel No. 07-11-31-7035-RPOL3-0010, located on Belle Terre Parkway in Palm Coast, Florida. We will utilize a sub-contractor for this location. Once completed, we will provide a digitally signed and sealed copy for the clients use

5. Wetland Line Survey \$4,595.00
This task includes preparing a Wetland Line Survey of Volusia County Parcel No. 07-11-31-7035-RPOL3-0010, located on Belle Terre Parkway in Palm Coast, Florida. We will locate up to 1,000 linear feet of wetland flags established and set by Zev Cohen & Associates. If there are additional wetland flags beyond 1,000 linear feet, they will be billed at an additional \$3.50 per linear foot. Once completed, we will provide a digitally signed and sealed copy for the clients use.

6. Tree Location Survey \$8,800.00
This task includes preparing a Tree Location Survey of portions of Volusia County Parcel No. 07-11-31-7035-RPOL3-0010, located on Belle Terre Parkway in Palm Coast, Florida. We will locate all trees measuring six (6) inches and greater in diameter at breast height (DBH) within three (3) 150-foot by 150-foot areas as shown on the attached exhibit. Once completed, we will provide a digitally signed and sealed copy for the clients use.

7. Boring Location Survey \$2,435.00
This task includes preparing a Boring Location Survey of Volusia County Parcel No. 07-11-31-7035-RPOL3-0010, located on Belle Terre Parkway in Palm Coast, Florida. We will locate up to eight (8) boring locations within the site. If there are additional boring locations beyond the eight (8) borings, they will be billed at an additional \$350 per boring. Once completed, we will provide a digitally signed and sealed copy for the clients use.

LUMP SUM: \$79,935.00

Note: The above fees are based on the project site being clear of obstacles and ready for the requested service to be provided. If site conditions do not allow for field survey work to be completed and a return visit is required, there may be additional fees based on the attached hourly rate schedule.

We will perform these services for the fees listed above. Additional work requested outside the scope of this proposal will be provided in accordance with our standard hourly rates, copy attached, or as outlined above. Out of pocket expenses are not included in this proposal for services. Costs shall be billed exclusive of surveying fees and shall include, but not be limited to, filing fees, postage, blueprints, xerox copies, survey supplies (such as rebar, lumber and concrete) and other incidental costs incurred by this firm in completing your services. We will bill you as tasks are completed on the project.

After reviewing the above, if it meets with your approval, please sign and date the attached Professional Service Agreement and return them to our office for authorization to proceed.

If you have any questions, or require further information concerning the above, please do not hesitate to give me a call. We look forward to working with you this project and thank you for the opportunity for Mark Dowst & Associates to be of continued service.

Very truly yours,

MARK DOWST & ASSOCIATES, INC.



Mark S. Dowst, P.E.
President

MARK DOWST & ASSOCIATES, INC.

CONSULTING ENGINEERS, PLANNERS, AND SURVEYORS

536 N. HALIFAX AVENUE, SUITE #100 ❖ DAYTONA BEACH, FLORIDA 32118

TELEPHONE (386) 258-7999 ❖ (386) 257-4310

PROFESSIONAL SERVICE AGREEMENT

Project No.: P-1142 (Belle Terre Stormwater Park)
Date: February 19, 2026
Client's Name: Freese & Nichols, Inc.
Address: 4 Office Park Dr., Corner Suites, Palm Coast, FL 32137
Requested By: Travis Terpstra, Project Manager
Received By: Lee Thibodeau
Project Description: Boundary, Topographic, Wetland and Boring Location Survey

CLIENT HEREBY REQUESTS THE PERFORMANCE OF THE FOLLOWING SERVICES:

See attached proposal letter for details.

FEE BASIS:

- Schedule of Hourly Rates Attached
 Plus Direct Expenses
 Lump Sum Fee \$79,935.00
 Other: Hourly

PAYMENT BASIS:

- Monthly
 On Completion of Tasks
 Retainer Fee*: \$15,000.00
* to be applied to final invoice

SERVICE CHARGE

On all amounts not paid within 30 days from date of invoice, a service charge will be made of 1½% per month (18% per annum) for up to One Thousand Dollars due, and 1½% per month (18% per annum) for amounts due of over One Thousand Dollars.

VENUE & COST OF LITIGATION

On all amounts not paid within 30 days from date of invoice, the client will also be responsible for all collection costs, including all attorneys' fees. In the event of a fee dispute, venue of any litigation to resolve that dispute shall be in Volusia County, Florida. Additionally, reasonable attorney's fees and costs shall be assessed for the prevailing party against the losing party in any litigation pertaining to collection fees or costs accrued, as a result of the representation outlined by the attached proposal letter.

LIABILITY LIMITATION

To the maximum extent permitted by law, the Client agrees to limit the Design Professional's liability for the Client's damages to the sum of \$50,000.00 or the Design Professional's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

PROPERTY DESCRIPTION

- Attached
 In File (Per recorded description in ORB 717, Pg. 26)
 Must Be Written
 Other (Proposed tree location exhibit)

ESTIMATES (Not Guaranteed)

Time of Completion** 12 Weeks
**after receipt of signed agreement

Cost: \$79,935.00

Estimates by: Lee A. Thibodeau, SPM

Special Conditions:

Client will please sign, date, and return both copies. An executed copy will be returned for client files. Work will commence soon after the signed Agreement is received.

FOR: MARK DOWST & ASSOCIATES, INC.

We agree to perform the work described above

BY: _____

Mark S. Dowst, President

DATE: _____

FOR: Freese & Nichols, Inc.

The work described is authorized and the above terms and conditions are accepted.

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

MARK DOWST & ASSOCIATES, INC.

Engineers * Planners * Surveyors
 536 N. Halifax Ave, Suite 100, Daytona Beach, Florida 32118
 Telephone (386) 258-7999 * Fax (386) 257-4310

November, 2025

STANDARD HOURLY RATES FOR ENGINEERING AND RELATED SERVICES*

Principal Registered Engineer (Expert Witness Testimony and Preparation).....	\$450.00/Hour
Principal Registered Engineer (Public Hearings, 4 Hour Minimum).....	\$325.00/Hour
Principal Registered Engineer.....	\$300.00/Hour
Sr. Project Engineer (Public Hearings, 4 Hour Minimum).....	\$275.00/Hour
Sr. Project Engineer.....	\$250.00/Hour
Project Engineer.....	\$195.00/Hour
Senior Engineering Technician.....	\$175.00/Hour
Engineering Technician.....	\$150.00/Hour
Registered Land Surveyor.....	\$200.00/Hour
Survey Project Manager.....	\$175.00/Hour
Senior Survey Technician.....	\$150.00/Hour
Survey Technician.....	\$135.00/Hour
Survey Crew (1 Man).....	\$150.00/Hour
Survey Crew (2 Man).....	\$180.00/Hour
Survey Crew (3 Man).....	\$225.00/Hour
Permitting Coordinator.....	\$110.00/Hour
Administrative Assistant.....	\$95.00/Hour

STANDARD RATES FOR DIRECT EXPENSES*

Blueprints:	
24"x 36".....	\$3.50 Ea.
30"x 42".....	\$4.00 Ea.
36"x 48".....	\$5.00 Ea.
42"x 60".....	\$6.00 Ea.
Mylars:	\$6.00/S.F.
Color Copies:	
8½" x 11".....	\$3.00 Ea.
8½" x 14".....	\$3.50 Ea.
11" x 17".....	\$4.00 Ea.
24" x 36".....	\$30.00 Ea.
Xerox Copies:	
8½"x 11".....	\$0.25 Ea.
8½"x 14".....	\$0.35 Ea.
11"x 17".....	\$0.50 Ea.
Mileage:	Standard IRS Rates
Postage:	Standard Postal Charges
Telephone Toll Calls:	As Billed

MARK DOWST & ASSOCIATES, INC.



Mark S. Dowst, P.E., President

**Subject to Annual Adjustment*

P-1142 Belle Terre Stormwater park

Boundary & Tree Location Exhibit



Tierra Proposed Boring Location Plan
Feasibility Study
Belle Terre Stormwater Park
City of Palm Coast, Flagler County, Florida
Tierra Proposal No. 55-26-007

Standard Penetration Test (SPT) Boring (25 ft.)



Google Earth

900 ft

VIA EMAIL
(Travis.Terpstra@freese.com)

January 21, 2026
Revised February 12, 2026
Revised February 26, 2026
Revised March 12, 2026

Travis Terpstra
Project Manager
Freese and Nichols, Inc.
4 Office Park Drive
Palm Coast, Florida 32137

Hereinafter referred to as Client.

RE: City of Palm Coast Stormwater at
Park Belle Terre Parkway
ZC 25306 F

Dear Travis:

Thank you for requesting a Contract/Agreement from Zev Cohen & Associates, Inc., (ZCA also referred to as Consultant) for environmental services for the above referenced project. We look forward to working with you and your company in development of the site. In reviewing this Contract, we hope that you will also consider the following items:

- **Staff Size:** We have a full-time staff including engineers, landscape architects, planners, environmental scientists, GIS analysts, and CADD technicians available to work on your project. Please visit us at www.zevcohen.com.
- **Reliability:** We have been in business for over 48 years and will still be in business to finish your project. ZCA maintains a corporate office in Ormond Beach to facilitate and expedite the project coordination with you and the local permitting agencies.

Based on our credentials, ZCA is pleased to provide you with this Contract for professional services concerning the environmental review of your development in Palm Coast, Florida.

Project Summary

The subject project site is located on Belle Terre Parkway and Burroughs Drive in Palm Coast, Florida, consisting of approximately twenty-eight (28) acres. Changes in ownership or project limits of the proposed site are subject to additional services. The proposed project is to be developed as stormwater park. ZCA will support the Client who will serve as the project manager and lead consultant while coordinating with the Owner and permitting agencies.

Scope of Services

I. Environmental

A. *Preliminary Biological Assessment*

ZCA shall obtain aerial and soil survey maps for the proposed development area. This information shall be used to conduct a limited site visit to determine the potential for wetlands or protected species habitat. ZCA shall prepare a letter that will provide recommendations for additional biological services, if necessary. Items related to conducting specific field studies and obtaining permits from federal, state and local regulatory agencies are not included within this scope of work.

B. *Wetland Delineation*

ZCA shall flag the wetland boundaries pursuant to state and federal guidelines. Upon completion, a key map showing wetland flag information shall be prepared for the surveyor. ZCA will coordinate with the project engineers to establish Seasonal High-Water Levels (SHWL)/Tail water elevations for stormwater design. ZCA will inspect these SHWL with the SJRWMD and will coordinate with the project surveyor to collect the vertical elevations.

II. Meetings

ZCA shall attend in-person and virtual meetings (i.e., government, Client, Project Consultants, public hearings, etc.) requested by the Client. We have assumed a budget of ten (10) hours for this service.

Fee Schedule

ZCA shall provide the above described professional services for the proposed following fees:

	<u>TASK</u>	<u>FEE</u>
I.	Environmental	
	A. Preliminary Biological Assessment	\$2,500.00
	B. Wetland Delineation	\$3,000.00
II.	Meetings	\$1,500.00
	TOTAL FIXED FEE	\$7,000.00

All permit application and resubmittal fees shall be paid by the Client prior to submittal. Reimbursable expenses are in addition to the above referenced fees.

Services Not Included

The following services are not included in this contract. However, they can be provided as authorized, if determined necessary during the design. Compensation will be based on our Hourly Rates or a negotiated fee. Consultant's services shall be limited to those expressly set forth above, and Consultant shall have no other obligations or responsibilities for the Project except as agreed to in writing or as provided in this Agreement.

1. Civil Engineering and Landscape Architecture
2. Rezoning, comprehensive plan amendment, variances, special exceptions, etc.
3. Traffic Impact Studies and Maintenance of Traffic Plans (with exception of referencing FDOT Indexes)
4. Earthwork or Construction Cost Estimating
5. Signage Design and Permitting
6. 100-Year Flood Plain Compensating Storage or Drainage Basin Studies
7. FEMA Map Revisions or Amendments
8. Concurrency Management Application
9. Off-Site roadway, utility or stormwater improvements beyond project connection at the property
10. Species-specific field survey
11. Permit applications for impacts to protected species
12. Arbor Services, including tree survey
13. Mitigation planning and coordination, including quantitative impact and mitigation assessments
14. GPS Services
15. NPDES permitting, inspections, and reporting
16. Preparations and recording of Plat
17. Coordination and/or addressing Financial Institution or Lending requirements
18. Site lighting or structural design
19. Construction Specification Manual
20. FAA Air Studies or Formal FAA Approval
21. Coordination of franchise utilities beyond providing plans to the private utilities
22. USPS Coordination

23. LEED, Green Globes, or other similar environmental program Design Services, Coordination, or Commissioning
24. Environmental Permitting

Client Responsibilities

The Client shall be responsible for providing the following services or information for ZCA's use:

1. Written authorization to access land from current landowner
2. Surveying (topographic, boundary, preparation of legal descriptions, wetland, tree surveys, plat, etc.)
3. Geotechnical Engineering (soil borings, seasonal groundwater table determination, drawdown analysis, etc.)
4. Electrical Design (lighting and electrical design)
5. Structural Engineering (retaining wall design, bollard design, foundation design, concrete slab design, etc., if applicable)
6. Sprinkler/Fire Pump Design
7. Architectural Services
8. Septic System, well, and grease trap design and permitting
9. NPDES notification, inspections, and reporting

The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with additional compensation. Similarly, in the event that modifications to the Documents or Plans are required by the Client or Client Representative, the modifications shall be considered additional service, and additional compensation shall be required.

Please note that the proposed fee is valid for a period of up to ninety (90) days from the date of the proposal. After this period, the proposed fees are subject to review and adjustment.

Please refer to the attached Standard Conditions, which is incorporated by reference into this Contract for Services. This Contract for Services, and the attached Standard Conditions form, contain all the terms of the agreement.

If this Contract/Agreement for Services meets with your approval, please indicate your acceptance below, and return an executed copy to us for our files. **Receipt of the signed contract or Task Authorization will be considered our notice to commence work.**

Please be advised that our firm has provided consulting services for our Clients for over 48 years. Thus, we may have similar projects currently under design. If you have any questions in that regard, please let us know.

Thank you for requesting this contract from our firm. We look forward to working with you on this project and on many more in the future. If you have any questions, please feel free to contact me.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.



Robert J. Ball, P.E.
President

I, as Signatory, warrant and represent that I am authorized on behalf of **Freese and Nichols, Inc.**, to enter into this contract for professional services and I hereby authorize the performance of the above services and agree to pay the fees resulting therefrom.

Accepted on: _____
Date

Accepted by: _____
Signature

Print Name

Print/Type Company Name

RJB/hc

25306c01 F REV 3.12.26

- cc: M. Dwight DuRant, P.E.
- Samuel C. Hamilton, Jr., P.E.
- Randy M. Hudak, P.E.
- Haluk Kilic, P.E.
- Kristopher Rowley, P.E.
- Mark P. Karet, AICP
- Mallory Tatum
- Viviana Vargas
- Haley Calkins
- File

Please help us create our files correctly by providing the following information:

1. Property Owner Name: _____

Property Owner Address: _____

Note: If Client is not the Record Owner of the subject property, ZCA must be provided with written verification of Owner's acknowledgment that ZCA will be providing professional services related to the subject property and that Record Owner understands the financial obligations related thereto. Should ZCA not receive this written notice within 7 days of the signed contract date, ZCA reserves the right to notify the Record Owner.

2. Billing Address: _____

Phone # _____ Fax # _____

3. Billing should be sent to the attention of: _____

4. Date invoices must be received by Client to maintain Client's standard billing cycle, if applicable: Date: _____ Not Applicable: _____

5. Provide property legal description or Parcel ID number: _____

Legal description attached: [] (please check if applicable)

Client Initials _____

ZEV COHEN & ASSOCIATES, INC.
STANDARD CONDITIONS

The “Consultant” referred to below is Zev Cohen & Associates, Inc. unless otherwise specified in the Contract/Agreement for Services, the following Standard Conditions shall be incorporated as part of the Agreement for Services. In the event of any conflict, the Contract/Agreement for Services shall control:

1. Compensation for services not described in the Contract/Agreement for Services, and services required due to changes to completed plans, or changes to the work as initially requested by Client, shall be based on the following current Schedule of Hourly Rates:

Principal	\$250.00	Engineer I	\$120.00
Department Director	\$230.00	Landscape Architect I	\$120.00
Senior Professional Engineer	\$210.00	Planner I	\$115.00
Senior Registered Landscape Architect	\$200.00	Designer	\$105.00
Project Manager	\$200.00	CADD Manager	\$140.00
Senior Planner	\$180.00	Senior CADD Technician	\$125.00
Senior Biologist/Env. Scientist/GIS Analyst	\$190.00	CADD Technician	\$105.00
Professional Engineer	\$175.00	Construction Administration Manager	\$155.00
Registered Landscape Architect	\$170.00	Construction Administrator	\$125.00
Environmental Scientist III/GIS Specialist III	\$155.00	Construction Administration Technician	\$110.00
Engineer III	\$155.00	Certified Soil Scientist	\$180.00
Landscape Architect III	\$155.00	Certified Arborist	\$115.00
Planner III	\$150.00	Landscape Designer	\$100.00
Environmental Scientist II/GIS Specialist II	\$130.00	Engineering Technician	\$ 90.00
Engineer II	\$130.00	Biological Technician	\$ 80.00
Landscape Architect II	\$130.00	Technical Assistant	\$ 75.00
Planner II	\$125.00	Senior Clerical	\$ 70.00
Senior Designer	\$125.00	Clerical	\$ 60.00
Environmental Scientist I/GIS Specialist I	\$120.00		

- Consultant reserves the right to modify the hourly rates at the beginning of each calendar year. An employee’s position and hourly rates are subject to change during the duration of the contract.
2. Reimbursable expenses, including without limitation, permit application fees, postage, express delivery, etc. which are advanced by Consultant shall be reimbursable at cost or, upon request of Consultant, paid directly by the Client. Blueprints shall be provided for a cost of \$1.50 per page and color plots at \$35.00 per page. These reimbursable expenses may include the use of a GPS unit and/or an ATV, if required. Both are billed out at \$100 per half-day or \$150 per day.
 3. Client shall be invoiced each month for reimbursable expenses and work performed during the preceding month. Client agrees to pay each invoice within thirty (30) days of its receipt. In the event, that an invoice is not paid in full within forty-five (45) days, Consultant reserves the right to stop all work, record a claim of lien as authorized by Florida’s Construction Lien Law, and notify property owner if different from the Client. Client further agrees to pay interest on all amounts invoiced and not paid within said forty-five (45) day period at a rate of 10% per month from date of invoice. Client also agrees to pay Consultant’s cost of collections, including court costs and reasonable attorney’s fees. Failure to make payment within said forty-five (45) days shall release Consultant from all claims which Client may have, whether known or unknown at the time. Signer for Client personally guarantees all amounts due under this Agreement. Any retainer obtained will be applied to the final invoice. Client shall have forty-five (45) days from the date of an invoice to dispute any charge on it. Failure to raise any objection during this time period shall constitute a waiver of any and all objections to the charges made within the invoice. Full payment of all outstanding invoices, except outstanding invoices containing a disputed charge, shall be a condition precedent to making any claim against Consultant by Client.
 4. Compensation for services rendered more than one year from the date of the Contract/Agreement for Services shall be based on the then current Schedule of Hourly Rates.
 5. Design Professional’s services and work product are intended for the sole use and benefit of Client and are not intended to create any third-party rights or benefits or any use by any other person or entity or for any other purpose.
 6. Consultant shall not be responsible for construction cost adjustments resulting from changes required by approval agencies and/or site conditions.

Client Initials _____

7. Consultant's determination of amounts owing to Contractor(s) for completed work shall be based on the Consultant's best knowledge, information and belief. Consultant shall not be liable for the techniques of construction nor the safety precautions selected by the Contractor.
8. All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant as instruments of service shall remain the property of Consultant who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. Client may reuse or make any modification to these instruments of service, providing, however, Client agrees to indemnify, defend and hold Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising out of any reuse or modification of the instruments of service by Client or any person or entity that acquires or obtains them from or through Client without the written authorization of Consultant. Furthermore, the Client shall sign the Consultant's Memorandum of Understanding prior to the transfer of documents. Under no circumstances shall transfer of the instruments of service on electronic media for use by Client be deemed a sale by Consultant and Consultant makes no warranties, either express or implied, of merchantability and fitness for any purpose.
9. The obligation to provide further services under this Agreement for Services may be terminated by either party upon seven (7) days' written notice.
10. In the event that all or any portion of the work prepared or partially prepared by Consultant is suspended, or terminated by Client, or by others, Client shall pay Consultant for all fees, charges and services for work performed to date of suspension or termination within thirty (30) days of such suspension or termination.
11. Consultant cannot guarantee the actions of government officials and agencies to grant desired approvals, and shall therefore not be liable for damages resulting from the actions or inactions of government agencies.
12. In providing opinions of probable construction costs, Client understands that Consultant has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided by Consultant are to be made on the basis of Consultant's qualifications and experience. Consultant makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs.
13. Consultant will perform its services using that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same field at the same time in the same or similar locality. Consultant shall perform its services as expeditiously as is consistent with the professional skill and care and the orderly progress of the Project. This guaranty is in lieu of all other warranties or representations, either expressed or implied.
14. Should Consultant, or any of its employees, be found to have been negligent in the performance of services, or they have breached any expressed or implied warranty, representation or contract, Client, all parties claiming through Client, and all parties claiming to have in any way relied upon Consultant's services or work, agree that the maximum aggregate amount of Consultant's liability, or of its officers, employees and agents, shall be limited to the total amount of the fee paid to Consultant for work performed under this Contract/Agreement. Client may, upon written request received by Consultant within five (5) days of this Contract/Agreement, increase Consultant's liability to \$2,000,000 by agreeing to pay Consultant an additional 5% of the total fee charged for Consultant's services. This charge is not to be considered a charge for insurance of any type, but is increased consideration for the greater liability involved.
15. Client agrees to defend, indemnify and hold harmless from and against all suits, claims and demands howsoever arising made against Consultant by third parties in connection with the Project to the extent of Client's negligence, error or omission, including reasonable costs and reasonable attorneys' fees before trial, at trial or on appeal. The indemnity provided by Client to Consultant in this Section 14 herein shall not apply to the extent any claim, loss, damage or liability arising from the willful misconduct or gross negligence of Consultant.
16. In the event any of the provisions of the Contract/Agreement shall be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. Anything contained in any other contract document notwithstanding, Consultant shall not be bound by any provision or agreement (a) requiring or providing for arbitration of disputes or controversies arising out of Consultant's work under this Contract/Agreement, (b) that waives Consultant's rights to a construction lien, or (c) conditioning Consultant's rights to payment upon payment by a third party.
18. In the event the Client has selected certain design consultants to subcontract to the Consultant or otherwise assigned them to the project team (collectively "Other Design Consultants") the Client represents that Other Design Consultants have appropriate qualifications for their designated scope of services and carry appropriate insurance for the Project. Consultant shall coordinate its services with Other Design Consultants but shall not be responsible for errors, omissions, or other wrongful acts of Other Design Consultants. Client shall indemnify, defend, and hold harmless the Consultant for any claims, damages, or losses arising from the performance of Other Design Consultants.

19. The Consultant shall be provided the information needed from the Client or Other Design Consultants for rendering of its services. Client or Other Design Consultants shall provide such information to Consultant and Consultant shall be entitled to rely upon the accuracy and completeness of such information. Client recognizes that it is impossible for Consultant to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information. Accordingly, Client agrees to indemnify, defend, and hold Consultant and Consultant's subconsultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising from errors, omissions or in information provided by Client or Other Design Consultants to Consultant.
20. Consultant will assist Client in applying for site permits and approvals as shown in our Scope of Services. This assistance consists of completing and submitting forms, but does not include special studies, special research, special testing or special documentation or attendance at unanticipated meetings not normally required for this type of project. Should such additional services be required, they will be furnished by Consultant with compensation based on the above Schedule of Hourly Rates or an agreed upon fee.
21. Consultant may use the services of subconsultants when, in Consultant's opinion, it is appropriate and customary to do so. Such persons and entities include, without limitation, surveyors, specialized consultants and testing laboratories. Client shall reimburse Consultant for services and out-of-pocket expenses charged by subconsultants at the actual cost incurred by Consultant for the work of such subconsultants.
22. In the event Client consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by Consultant, Client recognizes that such changes and the results of such changes are not the responsibility of Consultant. Accordingly, Client agrees to release Consultant from any liability arising from the construction, use or result of such changes. In addition, Client agrees to indemnify and hold Consultant harmless from any damage, liability or costs (including reasonable attorneys' fees and costs of defense) arising from such changes, except those damages, liabilities and costs arising from the sole negligence or willful misconduct of Consultant.
23. Client and/or the Client's Contractor or Other Design Consultants shall promptly report to Consultant any deficiencies or suspected deficiencies in Consultant's work or services of which Client becomes aware, so that Consultant may take measures to minimize the consequences of such a deficiency. Failure by Client and/or the Client's Contractor or Other Design Consultants to notify Consultant shall relieve Consultant of the cost of remedying the deficiencies above the sum such remedy would have cost had notice been given to Consultant when Client first became aware of the deficiency.
24. No dispute between the parties over any matter in excess of five thousand dollars (\$5,000.00), exclusive of attorney's fees and costs, shall be litigated until the parties have met with a mediator certified by the Florida Supreme Court who will assist the parties in a voluntary resolution of the dispute. This condition shall be waived if Client fails to agree to a mediator within thirty (30) days from the date of mailing a request to mediate made by Consultant, sent by certified mail, return receipt requested, (or equivalent) to the last address of Client on file with Consultant. Any time period to commence litigation is hereby extended until thirty (30) days after certification by the mediator that the parties are at an impasse. If litigation is prematurely commenced, it shall be stayed until the meditation has taken place.
25. Any suit, claim or legal proceeding of any kind between Client and Consultant shall be brought in a court of competent jurisdiction in Volusia County, Florida, which is Consultant's principal place of business.
26. Consultant's Construction Administration Phase services shall not be modified or reduced except by written modification to this agreement signed by the Client and Consultant. If the Client terminates, modifies or reduces any portion of the Consultant's Construction Administration Phase services under this agreement, the Client shall indemnify, defend, and hold the Consultant and its sub-consultants harmless from and against damages, losses and judgments arising from claims by the Client or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities the Consultant did not provide or in which the Consultant did not participate.
27. Upon the written request or direction of Client, Consultant shall evaluate and advise Client with respect to the Client's proposed or requested changes in materials, products, or equipment for the Project. Consultant shall be entitled to rely on the accuracy and completeness of the information provided by the Client and others in conjunction with the requested substitution. Client acknowledges that such changes may result in a reduction in the quality and performance of the Project and accepts that risk in recognition of the objectives of the change. Accordingly, Consultant shall not be responsible for errors, omissions, or inconsistencies in information or representations by others or in any way resulting from incorporating such substitution into the Project.
28. Consultant's services shall be limited to those expressly set forth in this Agreement. Consultant shall have no other obligations or responsibilities for the Project except as agreed upon Agreement amendments. Amendments to the contract authorized by the Client by verbal, email, or other forms of communication shall be considered binding.

29. Non-Solicitation Agreement - For a period of two years from the date of this Agreement, the Client and the Client's signatory on this Agreement (together, "Client"), agrees not to induce or attempt to persuade, directly or indirectly, any current or future employee of Consultant ("Employee") to terminate his or her employment with Consultant in order to enter into any relationship with the Client, or any firm, corporation, or other entity in which the Client is a participant in any capacity. Consultant will suffer financial harm if an Employee terminates his employment caused by breach of this Non-Solicitation Agreement. As actual damages necessary to compensate Consultant for such harm are uncertain and not readily ascertainable, the parties have agreed upon (liquidated) such damages as follows: An amount equal to the amount payable by Consultant to the Employee for the year following termination of employment. These liquidated damages are not intended by the parties as a penalty, but rather as an approximation of actual compensation due to Consultant as a result of the breach of this Non-Solicitation Agreement. The Client also acknowledges that the services rendered under this Agreement are of a unique, special, and extraordinary character that would be difficult or impossible for Consultant to replace, and by reason of such difficulty, the Client hereby agrees that for the breach or threatened breach of this Non-Solicitation Agreement, Consultant shall, in addition to any other rights and remedies available under this Agreement, at law or otherwise, be entitled to an injunction to be issued by any court of competent jurisdiction enjoining and restraining the Client from breaching this Non-Solicitation Agreement.
30. Nothing contained in this Agreement shall require the Consultant to exercise professional skill and judgment greater than that which can be reasonably expected from other Consultants performing similar services. No fiduciary agreement or relationship is intended or implied. The Consultant makes no warranties or guarantees, express or implied, regarding the adequacy of the Instruments of Service or the outcome of the Project, all of which are hereby expressly disclaimed, including without limitation, warranties of constructability, fitness for a particular use and merchantability. The Consultant shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged, or accepted as of the time during which the Consultant is performing its services under this Agreement. The parties acknowledge that no set of plans and specifications is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the standard of care. The Client shall establish a reasonable contingency line item in the construction budget to cover damages and costs resulting from errors and omissions. The Consultant shall not be liable therefore unless the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the standard care.

**PURSUANT TO THE FLORIDA STATUTES §558.0035,
ANY INDIVIDUAL EMPLOYEE OR AGENT OF ZCA MAY
NOT BE HELD INDIVIDUALLY LIABLE FOR
NEGLIGENCE.**



March 11, 2026

Travis Terpstra, P.E.
Freese and Nichols, Inc.
4 Office Park Drive
Palm Coast, FL 32137

Re: **Palm Coast Stormwater Park - Professional Landscape Architecture Services**

Dear Travis,

We appreciate the opportunity for **Castle Bay Design Studio** (“Castle Bay”) to provide **Freese and Nichols, Inc.** (“Client”) with the following scope of professional design services for the proposed Stormwater Park project in Palm Coast, FL.

PROJECT UNDERSTANDING

The Client has asked Castle Bay to support their project lead with assistance with the early planning and design of a stormwater park. Castle Bay understands the initial effort is conceptual master planning of a stormwater facility with a variety of future park improvements including a perimeter trail, future/potential restroom building, a small skatepark, expanded parking facility, play features, and other park-related elements to be refined at a later date but accounted for spatially within the initial master plan effort.

SCOPE OF SERVICES

Task 1: Conceptual Master Plan

Castle Bay will prepare a Conceptual Master Plan (CMP) which shall serve as a foundational plan establishing the path forward for the current and future potential programming within the Stormwater Park. More specifically, the initial master planning effort will focus on the placement of a stormwater storage facility as the primary focus of the park space. A perimeter walking trail will be conceptually designed along with several site elements which will be conceptually identified for future park expansion, including expanded parking, a restroom building, pavilion(s), play features, a small overwater boardwalk and pier, a small skate park, and other park-related elements.

Task 1 Deliverables:

- Full-color rendered site plan of the CMP in digital format (PDF)

Task 2: CMP Review Meeting

Castle Bay will attend one pre-scheduled meeting, either in-person or virtually (i.e. Teams, Zoom, etc) with the Client and the City of Palm Coast to review and discuss the CMP. Any/all comments and feedback received during this meeting will be utilized to inform revisions to the CMP.

Task 3: Final Master Plan

Once the CMP has been prepared and has been discussed with the Client and City of Palm Coast, Castle Bay will synthesize all of the information received and refine the CMP accordingly. This Final Master Plan will articulate the “road map” forward informing future design efforts.

Task 3 Deliverables:

- Full-color rendered site plan of the Final Master Plan in digital format (PDF)

FEE SCHEDULE

Task	Description	Fee
1	Conceptual Master Plan	\$4,800
2	CMP Review Meeting	\$400
3	Final Master Plan	\$800
	TOTAL LUMP SUM	\$6,000

Castle Bay will perform the services above for the Total Lump Sum Fee noted above. Lump Sum fees will be invoiced monthly based upon the overall percentage of services performed.

ADDITIONAL SERVICES

Any services not specifically outlined above will be billed as additional services and performed at current hourly rates. Additional services may include, but are not limited to, the following:

- Additional design and/or plan revisions beyond what is outlined above.
- Additional meetings and/or Travel beyond what is outlined above.
- Construction Documents
- Permitting
- Renderings

INFORMATION PROVIDED BY CLIENT

The following information, upon which Castle Bay may rely, will be provided to Castle Bay by the Client:

- Survey prepared by Licensed Surveyor for all areas outlined within the Project Limits shown inclusive of boundaries, topography, above and below ground features and utilities, and existing vegetation.

Receipt of an FNI Subconsultant Agreement shall be considered our notice to proceed.

Sincerely,
Castle Bay Design + Studio, LLC

A handwritten signature in black ink, appearing to read 'S. Brett Kuzoian', written over a faint, stylized logo or background.

S. Brett Kuzoian, RLA
Principal

Castle Bay Design Studio, LLC *General Terms and Conditions*

Unless otherwise specified in the attached Contract for Professional Services, the following General Terms and Conditions shall be incorporated as part of the Contract for Professional Services. In the event of a conflict, the Contract for Professional Services (Hereinafter the "Agreement") shall prevail.

1. ENGAGEMENT AND COMPENSATION

Client hereby engages Castle Bay for the purposes as agreed upon in the Agreement. Compensation for services not described in the Agreement or for services modified from, or not originally considered within, the original Agreement shall be based on the following Schedule of Hourly Rates:

Principal Landscape Architect \$210.00

2. OUT-OF-POCKET EXPENSES

Out-of-pocket expenses, including but not limited to, permit application fees, postage, express delivery, etc. which are provided by Castle Bay shall be reimbursable at cost or, upon request of Castle Bay, paid directly by Client.

3. INVOICING

Client shall be invoiced each month for reimbursable expenses and work performed during the preceding month. Client agrees to pay each invoice within thirty (30) days of its receipt. In the event that an invoice is not paid in full within sixty (60) days, Castle Bay reserves the right to stop all work, record a claim of lien as authorized by Florida's Construction Lien Law, and notify property owner if different from the Client. Client further agrees to pay interest on all amounts invoiced and not paid within said sixty (60) day period at a rate of 1.5% per month from date of invoice. Client also agrees to pay Castle Bay's cost of collections, including court costs and reasonable attorney's fees. Failure to make payment within said sixty (60) days shall release Castle Bay from all claims which Client may have, whether known or unknown at the time. Signer for Client personally guarantees all amounts due under this Agreement. Any retainer obtained will be applied to the final invoice. Client shall have sixty (60) days from the date of an invoice to dispute any charge on it. Failure to raise any objection during this time period shall constitute a waiver of any and all objections to the charges made within the invoice.

4. WARRANTIES

Castle Bay shall use the degree of care and skill ordinarily exercised under similar circumstances by members of its profession. Castle Bay cannot control the costs of labor, equipment, materials, techniques, or the services of other contractors or vendors and therefore cannot warrant, express or implied, any opinion regarding the probable costs associated with any bid or estimate

5. CASTLE BAY MATERIALS

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media thereof, prepared by Castle Bay as instruments of service under this Agreement shall remain the property of Castle Bay who shall be deemed the author and shall retain all common law, statutory law or all other grounds, to specifically include, but not to be limited to, all copyrights and trademarks. However, Client agrees to indemnify and hold Castle Bay harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising out of any reuse or modification of the instruments of service by Client or any person or entity that acquires or obtains them from or through Client without the written authorization of Castle Bay. Under no circumstances shall transfer of the instruments of service on electronic media for use by Client be deemed a sale by Castle Bay and Castle Bay makes no warranties, either expressed or implied, of merchantability and fitness for any purpose.

6. TERMINATION

Either party may terminate this Agreement by providing written notice to the other party ten (10) days prior to termination. Upon receipt of the notice of termination by the Client, Castle Bay shall be allowed to take all necessary steps, as determined by Castle Bay, to adequately close their service commitments. Castle Bay shall

provide the Client with a final invoice, to include the return of the remaining retainer of this Agreement, if any, within thirty (30) days of the notice of termination.

7. BREACH

The Client agrees to release Castle Bay from all obligations of this Agreement should the Client fail to make any payment as required by this Agreement or misrepresent or fail to disclose a material fact to Castle Bay. In the event it is necessary to institute suit for breach of this Agreement, or for collection of fees, costs and/or advances due Castle Bay, the Client agrees to pay all costs and expenses necessitated thereby, including reasonable attorney fees, court costs, and interest.

8. MEDIATION

Any dispute arising between the parties hereto, whether arising under this Agreement or otherwise, of which the parties cannot resolve between themselves through negotiation using good faith, shall be referred to a court certified mediator of the Circuit Court in Volusia County, Florida, before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties shall share equally in the cost of the mediator.

9. INDEMNIFICATION

Client agrees to indemnify and hold Castle Bay and its shareholders, officers, directors, partners, employees, agents and subcontractors harmless from any claim, liability or costs (including the payment of reasonable attorney fees and costs for defense) for injury or loss arising from errors in, or omissions of, information provided to Castle Bay by Client, and all other work or service performed by individuals or entities retained solely by the Client.

10. LIMITATION OF LIABILITY

- a. Castle Bay shall not be liable for damages sustained as a result of misinformation or omissions of Information provided by the Client or other persons not retained by Castle Bay.
- b. Castle Bay shall not be liable for any damages arising out of modifications to any plans, specifications or other related documents which are not approved by Castle Bay in writing.
- c. Castle Bay shall not be liable for the techniques of construction nor the safety precautions selected by any contractor retained to provide any services to the Client or Castle Bay.
- d. Castle Bay cannot guarantee that government officials or agencies will grant desired approvals or otherwise act in the best interests of Client, and therefore the parties agree that Castle Bay shall not be liable for damages resulting from the actions or inactions of government officials or agencies.
- e. The parties agree that the Client and the Client's spouses, heirs, shareholders, officers, directors, partners, employees, and agents, shall limit the liability of Castle Bay on any cause of action for negligence or breach of the Agreement to the total amount of the fee paid to Castle Bay for services performed under the Agreement.

11. DUTY TO INFORM

Client shall promptly notify Castle Bay of any deficiencies or suspected deficiencies in Castle Bay's work or services of which Client becomes aware so that Castle Bay may take measures to minimize the consequences of such a deficiency. Failure by Client to notify Castle Bay shall relieve Castle Bay of the cost of repairs above the sum such remedy would have cost had notice been given when the Client first became aware of the deficiency or suspected deficiency.

12. MODIFICATION

Except as otherwise agreed to by the parties herein, no other change, modification or waiver of this Agreement shall be valid unless it is in writing and signed by all the parties who are bound by the terms of this agreement.

13. ORIGINAL COPY

This Agreement as an electronic copy shall be considered for all purposes as originals.